



AGENDA

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

MEETING WILL BE HELD REMOTELY VIA WEBEX

February 4, 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?](https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=e684ce79c01e94c9513c014a944eab23b)
MTID=e684ce79c01e94c9513c014a944eab23b

Event password: vtRphp7h278

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: 132 165 7236

-
1. **Roll Call/Opening**
 2. **Additions/Deletions/Changes to the Agenda**
 - A. Addition: Contract Approval Request - Everbridge - FINAL ACTION
 3. **Citizens to be Heard**
 4. **Updates**
 5. **Conceptual Initiatives**
 6. **Old Business**
 7. **New Business**
 - A. FY21 Marine Safety Grant Application

- B. FY21 Michigan Mental Health Court Grant Program Sub-contract with Blue Water DRP
- C. Contract Approval Request - Frank Mitchell - Contract Attorney Services
- D. Contract Approval Request - Easter Law PLLC - Contract Attorney Services
- E. Contract Approval Request - Robert W. Carson PC - Contract Attorney Services
- F. Contract Approval Request - Sharon Parrish - Contract Attorney Services
- G. Contract Approval Request - Public Defender Contract Attorney Agreements

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.

Addition: Contract Approval Request - Everbridge - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Everbridge	2/3/2021	Cover Memo
📎	Everbridge Quote_Vaccine Distribution_1.26.21	2/3/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Everbridge

VALUE: \$38,337.56

TERM: 1/29/21 – 9/18/21

CONTRACT TYPE: Software

SERVICE DESCRIPTION: Vaccine Scheduling and Notification Software

DEPARTMENT(S): Health Department, Emergency Management

COMMENTS: The Smart Orchestration module works with the current Everbridge Mass Notification software to notify citizens and schedule COVID vaccines throughout St. Clair County.



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Russell DeCrease
County of St. Clair, MI
1170 Michigan Rd
Port Huron MI 48060-4658
United States
Ph: 8109896329
Fax: (810) 364-4603
Email: rdecrease@stclaircounty.org

Quote #: Q-65786
Date: 1/26/2021
Expires On: 2/21/2021
Confidential

Salesperson: Jeff Mooney
Phone: 781-859-4061
Email: jeff.mooney@everbridge.com

Contract Summary Information:

Contract Period:	9 Months
Contract Start Date:	1/29/2021
Contract End Date:	9/18/2021

Contact Summary:

Household Count:	65,000
Employee Count:	2,525

QTY	Product Code	Description	GSA Classification	Price
1	101-11-11-0255-000	Mass Notification Pro - MN Bundle SLG 4	GSA Product	USD 26,915.13
1	01-1000-100-002	Upgrade Credit	Open Market	USD -26,846.89
1	101-25-11-0003-000	Smart Orchestration	Open Market	USD 19,226.03
1	SETUPFEES	Calculated Set Up Fee	GSA Product	USD 3,691.29
76	101-00-22-8300-000	Consulting Services - Per hour fee (Remotely delivered)	GSA Product	USD 15,352.00

Pricing Summary:

Year One Fees:	USD 19,294.27
One-time Implementation and Setup Fees:	USD 3,691.29
Professional Services:	USD 15,352.00
Total Year One Fees Due:	USD 38,337.56

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:

Customer is upgrading their MN Base SLG contacts (including their CE and SmartWeather) to MN Pro and adding Smart Orchestration. This has been co-termed to align with their contract, through 9/18/2021.

Pricing has been pro-rated for approximately 9 months. A one-time upgrade credit has been applied for the overlap in fees, - \$26,846.89.

Annual renewal amount for these products going forward will be:

SORCH \$30,000

MN Pro (SLG) \$41,997.95

Resident Connection Annual Update \$6,299.99

MN Base (for employees) \$4,518.72

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

DocuSigned by:
Karry Hepting
E8A49DC0113341E...

Date:

1/27/2021

Name (Print):

Karry Hepting

Title:

Administrator/Controller

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge, Inc.
GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Customer**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the “**Services**”. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. “**Contacts**” are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. Professional Services must be used within 12 months from date of purchase.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all

communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the “**Software**”) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet “links” to or from the Solutions, or “frame” or “mirror” any content forming part of the Solutions, other than on Customer’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or

affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party’s consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, “**First Responders**”). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer’s own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer’s own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.
1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

FY21 Marine Safety Grant Application

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo 2021 Marine Safety grant app	1/28/2021	Cover Memo
	FY21 Marine Safety Grant Application	1/28/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director and Undersheriff, Matt Paulus

Date: January 27, 2021

Re: FY2021 Marine Safety Program Grant Application

Attached is the FY2021 Marine Safety Program grant application. The St. Clair County Sheriff's Office-Marine Division is applying for this grant for the 2020 calendar year. Grant applications are due March 1, 2021.

This grant covers personnel expenditures for salaries, wages and benefits for Marine Law enforcement, boaters safety courses, livery inspections, as well as operating expenditures such as fuel, oil, parts for patrol vehicles, watercraft, and trailers, uniforms, leasing of vehicles, dockage, storage, office space, boat repairs and travel expenditures. The Sheriff's Office Marine Division has applied for this grant every year to support its annual operations.

This grant has been split between a State grant and Federal grant. The State grant funds require a 25% local match, and the Federal grant funds do not require any local match.

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

FY2020 - \$171,550
FY2019 - \$146,550
FY2018 - \$134,000
FY2017 - \$136,000
FY2016 - \$133,175
FY2015 - \$126,650

The grant funding is based on a 3 year average of actual expenditures. They are applying for the maximum they would need to fully patrol their operations.

We recommend approving the FY2021 Marine Safety Program Grant application at the February 18, 2021 Board of Commissioner's meeting.

Marine Safety Grant Application 2021
Organization: St. Clair County Sheriff's Department
Applicant Information

MS21-022

Michigan Department of Natural Resources
Law Enforcement / Grants Management

Marine Safety Program
Grant Application

This information is required under the authority of Part 801 Marine Safety, 1994 PA 451, as amended.

CFDA 97.012 Boating
Safety Financial Assistance

Grant Applicant (Law Enforcement Agency) St. Clair County Sheriff's Department			* Grant Type [☒] Operating	
* Contact Person Mrs. Dena Alderdyce			* Type of Funds Requested [☒] State [☒] Federal [] No Preference	
Number and Street or Rural Route 200 Grand River Ave Suite 203			Telephone (810) 989-6324	FAX
City Port Huron	State MI	ZIP 48060	Email dalderdyce@stclaircounty.org	

Marine Safety Grant Application 2021
Organization: St. Clair County Sheriff's Department
Summary of Estimated Expenditures

MS21-022

Law Enforcement Wages and Benefits Total (Operating grant)	\$181,189
Contracted Services, Supplies & Materials Total (Operating grant)	\$111,400
Total Equipment to be Purchased (Equipment grant)	\$0
Total	\$292,589

Marine Safety Grant Application 2021
Organization: St. Clair County Sheriff's Department
Law Enforcement Wages And Benefits

MS21-022

*Number of law enforcement personnel working in the Marine Safety program:

<u>0</u>	Full Time
<u>38</u>	Part Time

Detail of Law Enforcement Wages and Benefits:

Full Time

A) Average hourly wage of officers working in the county Marine Safety program

B) Average Fringe percentage

C) Estimated total hours of Marine Safety law enforcement and related activities

%

Part Time

A) Average hourly wage of officers working in the county Marine Safety program

B) Average Fringe percentage

C) Estimated total hours of Marine Safety law enforcement and related activities

\$14.79

2.09%

12000

Total Full Time

\$0

Total Part Time

\$181,189

Total

\$181,189

Marine Safety Grant Application 2021
Organization: St. Clair County Sheriff's Department
Contracted Services, Supplies & Materials

MS21-022

Patrol Vehicle Usage

A) Mileage rate calculation for 2 vehicles.

Mileage rate		\$0.34
Total estimated miles	x	5000
Subtotal		\$3,400.00

B) Leased vehicle calculation for vehicles.

Total Lease amount/month (all vehicles)		
Number of months	x	
Total estimated fuel & oil costs	+	
Subtotal		\$0

C) Actual cost calculation for vehicles.

Total estimated fuel & oil costs		
Total estimated maintenance costs	+	
Subtotal		\$0

Patrol Vehicle Total \$3,400.00

Patrol Boat Usage

A) Actual cost calculation for 7 vehicles.

Total estimated fuel & oil costs		\$26,000.00
Total estimated maintenance costs	+	\$9,000.00

Patrol Boat Total \$35,000.00

Materials/Supplies to be purchased

Item	Quantity	Cost per item
Office, operating	1	\$10,000.00
Training	1	\$3,000.00
Uniforms, Cleaning, Travel	1	\$3,500.00
General Services, Phone, equip lease	1	\$5,500.00
Materials/Supplies Total		\$22,000.00

Services to be Contracted

Service	Cost per service
Rent, Utilities, dock, winter storage	\$24,000.00
Repairs	\$27,000.00
Contracted Services Total	\$51,000.00

Total Contracted Services, Supplies & Materials \$111,400

FY21 Michigan Mental Health Court Grant Program Sub-contract with Blue Water DRP

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 FY21 MMHCGP Sub-contract with BW Drp (MEMO)	1/11/2021	Cover Memo
📎 FY21 Subcontract with BW Drp	1/11/2021	Exhibit

MEMORANDUM

DATE: January 11, 2021
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC

With your permission, I would request to place the FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC on the agenda for February 4, 2021 Standing Committee Meeting for review, approval, and signature.

The attached is a Subcontract between the Mental Health Court and Blue Water D.R.P. LLC for the fiscal year beginning October 1, 2020 and ending on September 30, 2021.

Blue Water D.R.P. LLC has agreed to provide drug and alcohol testing for the Mental Health Court. The total sum to be paid to Blue Water D.R.P. LLC under this agreement will not exceed \$21,000.00. The Mental Health Court agrees to pay Blue Water D.R.P. LLC directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

Attachments: FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC

**Vendor Agreement Between the
72nd District Court-Adult Mental Health Court
and Blue Water D.R.P. LLC**

Blue Water D.R.P. LLC

Federal ID Number: 26-4770411

Contract Number: 21653

Grant Amount: \$337,661

1. GENERAL PROVISIONS

1.01 This contract is made between the 72nd District Court - Adult Mental Health Court, hereafter Court, and Blue Water D.R.P. LLC, hereafter Subcontractor.

1.02 The maximum amount of this agreement shall not exceed \$15.00 per Urinalysis test and/or \$3.00 PBT test; total \$21,000.00. Any changes to the maximum amount, rates, units, or hours must be in writing and signed by both parties.

1.03 This contract is for the FY2021 MMHCGP.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on October 1, 2020 and terminates on September 30, 2021 at 11:59 p.m.

3. RELATIONSHIP

3.01 The Subcontractor is an independent contractor, and it is understood that the Subcontractor is not an employee of the Court. No employee, agent, or subcontractor of the Subcontractor is an employee of the Court.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Subcontractor is not eligible for, and will not participate in, any such benefits.

3.03 The Subcontractor is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Subcontractor's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Subcontractor understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the court. The Subcontractor bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.

3.05 The Subcontractor does not, and shall not, have the authority to enter into contracts on the Court's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the Court agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the Court or the Michigan Supreme Court.

4.02 The Subcontractor, and the Subcontractor's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the Court.

5. PERFORMANCE AND BUDGET

5.01 The Court agrees to provide the Subcontractor a sum not to exceed \$21,000 for the Court program operated pursuant to this contract.

5.02 Subcontractor equipment purchases are prohibited.

5.03 The Subcontractor agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the Court.

5.04 All reimbursements for the proper performance of the contract shall be made by the Court monthly, upon submission by the Subcontractor of claims for approval by the Court. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Subcontractor or Subcontractor's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.05 The Subcontractor shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the Court's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Subcontractor agrees to undertake, perform, and complete the following services: Urinalysis and PBT testing. Any changes to the work described in this section must be requested in writing and signed by both parties.

6.02 The Subcontractor agrees that funds awarded under this Grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Subcontractor refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Subcontractor agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Subcontractor may not assign the performance under this contract to subcontract personnel except with the prior written approval of the Court.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Subcontractor may enter into in furtherance of its obligations under the contract.

7.03 The Subcontractor shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this Grant to the Court.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Subcontractor's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the Court, the Court may disclose confidential or proprietary information pertaining to the Court's past, present, and future activities to the Subcontractor. All such information is proprietary to the Court and the Subcontractor shall not disclose such information to any third party without prior approval from the Court, unless disclosure is required by law or court order. If disclosure is required by law or court order, the Court will be notified of the request before disclosure. The Subcontractor agrees to return all confidential or proprietary information to the Court immediately upon the termination of this contract.

8.02 Both the Court and Subcontractor shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a patient's legal guardian or person with other legal authority, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Subcontractor must submit all research involving human subjects conducted in programs sponsored by the Court, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Community Health's (MDCH) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Subcontractor assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Subcontractor provides under this contract. These requirements include:

- A. The Subcontractor must not share any protected health or other protected data and information provided by the Court or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Subcontractor must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the Court or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Subcontractor must use protected data and information only for the purposes of this contract.
- D. The Subcontractor must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Subcontractor's employees.
- E. The Subcontractor must have a policy and procedure to report to the Court unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Subcontractor becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 17.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Subcontractor is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Subcontractor from the Court or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Subcontractor under this contract, and amendments thereto, shall belong to the State Court Administrative Office (SCAO) and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Subcontractor original materials produced under this contract and shall have the right to distribute those materials.

11.02 The Court grants the Subcontractor a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Subcontractor shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Subcontractor and the Subcontractor's employees or subrecipient subcontractors shall promptly disclose in writing to the Court all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Subcontractor or the Subcontractor's employees or subrecipient subcontractors jointly with the Court or singly by the Subcontractor or the

Subcontractor's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Subcontractor shall specifically point out the features or concepts that are new or different.

12.02 The Court shall have the right to request the assistance of the Subcontractor and Subcontractor's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Subcontractor represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Subcontractor or the Subcontractor's employees before entering into this contract, and which the Subcontractor or the Subcontractor's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Subcontractor shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Subcontractor's operations under the terms of this contract.

14. INDEMNITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Subcontractor in the performance of this contract, shall be the responsibility of the Subcontractor, and not the responsibility of the Court. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Court in the performance of this contract, shall be the responsibility of the Court, and not the responsibility of the Subcontractor. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.03 In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Subcontractor and Court in fulfillment of their responsibilities under this contract, such liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Subcontractor and the Court in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.04 The Court is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Subcontractor's property and materials or the property and materials of the Subcontractor's employees or subrecipient subcontractors, used by the Subcontractor pursuant to the Subcontractor's performance under this contract.

14.05 The Subcontractor warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The Court will not be subject to any liability for any such claim.

14.06 In the event any action or proceeding is brought against the Subcontractor by reason of any claim due or claimed to be due to Subcontractor's performance covered under this contract, the Subcontractor will, at the Subcontractor's sole cost and expense, resist or defend the action or proceeding as the Subcontractor deems appropriate. The Subcontractor retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Subcontractor agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with the administrative and budget requirements of the grant.

15.02 The Subcontractor agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds.

15.03 The Subcontractor agrees that the Michigan Supreme Court, the SCAO, the Court, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Subcontractor shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Subcontractor's cost. Federal and/or state auditors, and any persons duly authorized by the Court, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The Court shall provide audit findings and recommendations to the Subcontractor. The Court may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Subcontractor for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Subcontractor, the Subcontractor shall immediately refund all amounts that may be due to the Court. Failure of the Subcontractor to comply with the requirements of this section shall constitute a material breach of this contract upon which the Court may cancel, terminate, or suspend this contract.

15.04 The Subcontractor's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Subcontractor.

16. PROGRAM REVIEW AND MONITORING

16.01 The Subcontractor shall give the Court and any of its authorized agents access to the Court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REDUCTION/SUSPENSION/TERMINATION

17.01 The Court and/or the Subcontractor may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the Court as follows:

17.02 If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Subcontract to comply with this agreement's terms; otherwise,

termination by the Court may occur:

17.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

17.04 Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the Court after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.

17.05 This contract may be terminated immediately without further financial liability to the Court if funding for this contract becomes unavailable to the Court.

17.06 Filing false certification in this agreement or other report or document.

17.07 This agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner of a 25% or greater share of the Subcontractor is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18. COMPLIANCE WITH LAWS

18.01 The Subcontractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

19. MICHIGAN LAW

19.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

20. CONFLICT OF INTEREST

20.01 The Subcontractor presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

20.02 The Subcontractor and the Court are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

21. DEBT TO STATE OF MICHIGAN

21.01 The Subcontractor covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. DISPUTES

22.01 The Subcontractor shall notify the Court in writing of the Subcontractor's intent to pursue a claim against the Court for breach of any term of this contract within seven

days of discovery of the alleged breach.

22.02 The Subcontractor and the Court agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the Court violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

22.03 The Subcontractor and the Court agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

23. ENTIRE AGREEMENT

23.01 This contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

24. AMENDMENT

24.01 This contract may be amended only upon written agreement of the parties.

25. DELIVERY OF NOTICE

25.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

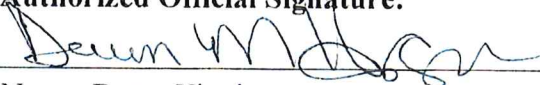
A. The Subcontractor's contact person is
Dawn Higgins, Owner
Blue Water D.R.P. LLC
1824 Pine Grove Avenue
Port Huron, MI 48060

B. The Court's contact person is
Rebeccah Shafran
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

26. SIGNATURE OF PARTIES

26.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the Court and the Subcontractor have executed this contract:

Subcontractor: Blue Water D.R.P. LLC Address: 1824 Pine Grove Avenue City, State, & Zip: Port Huron, MI 48060 Phone: (810) 966-0006 Fax: (810) 966-9614	Court: 72 nd District Court-Adult Mental Health Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI 48060 Phone: (810) 985-2184 Fax: (810) 985-2179
Authorized Official Signature:  Name: Dawn Higgins Date: 12-8-2020	Authorized Official Signature:  Name: Hon. John D. Tomlinson Date: 12/8/2020
Authorized Official Signature: Name: Karry A. Hepting, St. Clair County Administrator/Controller Date:	

Contract Approval Request - Frank Mitchell - Contract Attorney Services

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Contract Approval Request - Mitchell Law 2021	1/27/2021	Cover Memo
	Mitchell CAA 2021	1/27/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Frank Mitchell

VALUE: \$7,500.00

TERM: 1/1/21 – 12/31/21

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Contract Attorney Services

DEPARTMENT(S): 31st Circuit Court Family Division

COMMENTS: This contract provides legal representation for youth and families who come under the jurisdiction of the Court. This contract extension is a 2% increase from the 2020 rate.

LEGAL SERVICES AGREEMENT
31ST CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

THIS AGREEMENT is made this 7th day of DECEMBER 2020, by and between the 31st Circuit Court Family Division (hereinafter collectively referred to as "Court") and FRANK MITCHELL, Jr. (hereinafter referred to as "Attorney").

WHEREAS, the Court deems it necessary and appropriate to provide a continuing, just, effective, and economic system for providing certain legal services; and

WHEREAS, Attorney is licensed to practice law in the State of Michigan and possesses experience in the type of legal services to be provided; and

In consideration of the mutual covenants and promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Services. Attorney shall provide legal services as outlined in Appendix A of this Agreement. Appendix A is adopted by reference and incorporated as though fully set forth herein.
2. Term. The term of this Agreement shall be from January 1, 2021, through December 31, 2021. This Agreement may be terminated for cause or convenience by Attorney upon ninety (90) days' written notice to the Court Administrator. The Court may terminate this agreement for cause immediately upon written notice to Attorney or without cause upon thirty (30) days' written notice to Attorney.
3. Compensation for Services. Compensation shall be as outlined in Appendix B of this Agreement. Appendix B is adopted by reference and incorporated as though fully set forth herein. It is agreed and understood that such amounts shall be in total and complete satisfaction of the Court's financial obligation to Attorney whether with regard to actual services performed or with regard to the costs of providing such services.
4. Performance and Scheduling. Attorney shall render services in a prompt and timely manner and provide adequate coverage in connection with such services upon notification of any scheduled proceedings. Attorney is responsible for maintaining an effective system of communication with the Court in accordance with the policies and procedures established by the Court. Attorney agrees to undertake best efforts to be available to cover any unscheduled proceedings. Attorney agrees to work in a cooperative manner with the Court to ensure that all matters within the scope of this Agreement are adequately covered and, to that end, agrees to assume the responsibility of assuring the appearance of substitute counsel, from the other members of the Court approved consortium of attorneys, in the event of Attorney's schedule conflict or inability to appear. Attorney will be responsible for all compensation and arrangements made between Attorney and substitute counsel.

5. Attorney Consortium. The Court will contract with four (4) attorneys to provide legal representation. The Court expects that all four attorneys will collaborate as a team to coordinate coverage for vacations, sick days, or any other absences. In the event of a consortium vacancy, the Court will consult with the remaining contract attorneys for a recommendation of an appropriate replacement; the Court shall make the final determination for the replacement.
6. Recordkeeping. Each month Attorney shall present to the Court a record of attorney representation in a format deemed acceptable by the Court.
7. Compliance with the Law. Attorney shall provide all the services to be performed under this Agreement in complete compliance with all applicable federal, state and local laws, ordinances, rules, and regulations, including those related to professional conduct and discrimination. Attorney certifies that he or she can perform the services outlined in Appendix A.
8. Independent Contractor. It is expressly understood and agreed that Attorney is an independent contractor. Attorney shall not in any way be deemed to be, nor hold his or herself out as, the employee, servant or agent of the Court. Attorney shall not be entitled to any fringe benefits of the Court such as, but not limited to, health/medical and accident insurance, life insurance, paid vacation leave, paid sick leave, and/or longevity. Attorney shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments.
9. Indemnification and Insurance. Attorney shall, at his or her own expense, protect, defend, indemnify and save harmless the Court, its elected and appointed officers, employees, servants, and agents from any and all liability resulting from any acts, omissions or negligence of Attorney that may arise out of this Agreement. Attorney shall at his or her own expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against the Court in any such action, Attorney shall, at his or her own expense, satisfy and discharge same. Attorney's responsibilities to the Court as set forth in this section shall not be mitigated by any insurance coverage obtained by Attorney.

During the term of this Agreement, Attorney shall, at his or her own expense, procure, pay the premium on, keep, and maintain a professional liability/malpractice insurance policy with a minimum of \$100,000 per claim/\$300,000 per aggregate in coverage. To the extent required by law, Attorney shall also procure, pay the premium on, keep and maintain Workers' Compensation insurance. Proof of all required coverage shall be submitted to the Court upon execution of this Agreement, and annually thereafter.

10. Waivers. No failure or delay on the part of the Court in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
11. Modifications, Amendments or Waivers of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
12. No Assignment. Attorney shall not assign, subcontract or otherwise transfer his or her duties or obligations under this Agreement without the express written approval of the Court.
13. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
14. Completeness of the Agreement. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
15. Invalid Provision. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
16. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

31ST CIRCUIT COURT FAMILY DIVISION

By:


Michael McMillan, Court Administrator

Date:

12-8-20

ATTORNEY:

By:

Frank Mitchell, Jr.

Date:

12-07-2020

APPENDIX A
SCOPE OF LEGAL SERVICES TO BE PROVIDED TO THE
31ST CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

1. Attorney shall provide legal services to those individuals who are eligible for representation in connection with the handling of juvenile delinquency and neglect and abuse proceedings, together with other related matters. Legal services shall include, but not be limited to:
 - a. Preliminary hearings;
 - b. Pre-trial conferences;
 - c. Trials and pleas;
 - d. Pretrial and post-trial motions;
 - e. Dispositional hearings;
 - f. Review hearings;
 - g. Re-hearings;
 - h. Termination hearings;
 - i. Traditional waiver proceedings;
 - j. Designated cases;
 - k. Foster care review board and mediation; and
 - l. Other hearings, including but not limited to those relating to visitation, custody, reimbursement, and show cause.
2. Representation of interested parties in Parental Waiver proceedings.
3. Attend Preliminary Hearings on Saturday mornings per the on-call schedule.
4. The 31st Circuit Court Family Division shall pay for service fees and witness fees relating to subpoenas, however, Attorney shall prepare, issue, and arrange for service of same.
5. Attorney shall be responsible for his or her own secretarial, investigative, mileage, and office expenses.
6. Attorney must obtain prior approval from the 31st Circuit Court Family Division before fees relating to expert witnesses, testing, diagnosis, transcripts, medical records, and similar services are incurred.
7. Attorney shall meet with clients and be prepared in advance of any hearing or other appearance.
8. Attorney shall supply a valid email address to the Court. Attorney shall frequently check the email address for communications and other informational matters.
9. Attorney shall attend continuing educational workshops or seminars that are relevant to the scope of practice. Frequently, the State Court Administrative Office – Child Welfare Services Office will provide programs that are geared toward attorneys who represent children and families in the Family Court. Contract attorneys are encouraged to attend as many of these programs as possible; however, it will be required that each attorney attend at least one program every two years. Costs associated with attendance of any continuing educational workshop shall be incurred by the attorney unless arrangements have been made with the Court Administrator. Most programs provided by SCAO – Child Welfare Services are free.
10. The Court will select Four (4) attorneys from the candidate pool to serve as the Consortium. The four attorneys will work as a team to coordinate coverage for vacations, sick days, or any other absences.

APPENDIX B
COMPENSATION FOR LEGAL SERVICES
CONTRACT ATTORNEY

2021: \$2,453.10 per Month (\$29,439.89 annually) (2% increase)

Contract Approval Request - Easter Law PLLC - Contract Attorney Services

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Contract Approval Request - Easter Law 2021	1/27/2021	Cover Memo
📎 EASTER CAA 2021	1/27/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Easter Law PLLC

VALUE: \$29,437.20

TERM: 1/1/21 – 12/31/21

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Contract Attorney Services

DEPARTMENT(S): 31st Circuit Court Family Division

COMMENTS: This contract provides legal representation for youth and families who come under the jurisdiction of the Court. This contract extension is a 2% increase from the 2020 rate.

LEGAL SERVICES AGREEMENT
31st CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

THIS AGREEMENT is made this 8th day of Dec, 2020, by and between the 31st Circuit Court Family Division (hereinafter collectively referred to as "Court") and Michelle Easter (hereinafter referred to as "Attorney").

WHEREAS, the Court deems it necessary and appropriate to provide a continuing, just, effective, and economic system for providing certain legal services; and

WHEREAS, Attorney is licensed to practice law in the State of Michigan and possesses experience in the type of legal services to be provided; and

In consideration of the mutual covenants and promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Services. Attorney shall provide legal services as outlined in Appendix A of this Agreement. Appendix A is adopted by reference and incorporated as though fully set forth herein.
2. Term. The term of this Agreement shall be from January 1, 2021, through December 31, 2021. This Agreement may be terminated for cause or convenience by Attorney upon ninety (90) days' written notice to the Court Administrator. The Court may terminate this agreement for cause immediately upon written notice to Attorney or without cause upon thirty (30) days' written notice to Attorney.
3. Compensation for Services. Compensation shall be as outlined in Appendix B of this Agreement. Appendix B is adopted by reference and incorporated as though fully set forth herein. It is agreed and understood that such amounts shall be in total and complete satisfaction of the Court's financial obligation to Attorney whether with regard to actual services performed or with regard to the costs of providing such services.
4. Performance and Scheduling. Attorney shall render services in a prompt and timely manner and provide adequate coverage in connection with such services upon notification of any scheduled proceedings. Attorney is responsible for maintaining an effective system of communication with the Court in accordance with the policies and procedures established by the Court. Attorney agrees to undertake best efforts to be available to cover any unscheduled proceedings. Attorney agrees to work in a cooperative manner with the Court to ensure that all matters within the scope of this Agreement are adequately covered and, to that end, agrees to assume the responsibility of assuring the appearance of substitute counsel, from the other members of the Court approved consortium of attorneys, in the event of Attorney's schedule conflict or inability to appear. Attorney will be responsible for all compensation and arrangements made between Attorney and substitute counsel.

5. Attorney Consortium. The Court will contract with four (4) attorneys to provide legal representation. The Court expects that all four attorneys will collaborate as a team to coordinate coverage for vacations, sick days, or any other absences. In the event of a consortium vacancy, the Court will consult with the remaining contract attorneys for a recommendation of an appropriate replacement; the Court shall make the final determination for the replacement.
6. Recordkeeping. Each month Attorney shall present to the Court a record of attorney representation in a format deemed acceptable by the Court.
7. Compliance with the Law. Attorney shall provide all the services to be performed under this Agreement in complete compliance with all applicable federal, state and local laws, ordinances, rules, and regulations, including those related to professional conduct and discrimination. Attorney certifies that he or she can perform the services outlined in Appendix A.
8. Independent Contractor. It is expressly understood and agreed that Attorney is an independent contractor. Attorney shall not in any way be deemed to be, nor hold his or herself out as, the employee, servant or agent of the Court. Attorney shall not be entitled to any fringe benefits of the Court such as, but not limited to, health/medical and accident insurance, life insurance, paid vacation leave, paid sick leave, and/or longevity. Attorney shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments.
9. Indemnification and Insurance. Attorney shall, at his or her own expense, protect, defend, indemnify and save harmless the Court, its elected and appointed officers, employees, servants, and agents from any and all liability resulting from any acts, omissions or negligence of Attorney that may arise out of this Agreement. Attorney shall at his or her own expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against the Court in any such action, Attorney shall, at his or her own expense, satisfy and discharge same. Attorney's responsibilities to the Court as set forth in this section shall not be mitigated by any insurance coverage obtained by Attorney.

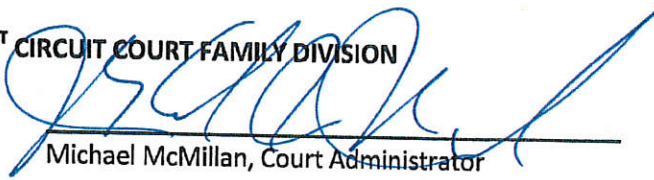
During the term of this Agreement, Attorney shall, at his or her own expense, procure, pay the premium on, keep, and maintain a professional liability/malpractice insurance policy with a minimum of \$100,000 per claim/\$300,000 per aggregate in coverage. To the extent required by law, Attorney shall also procure, pay the premium on, keep and maintain Workers' Compensation insurance. Proof of all required coverage shall be submitted to the Court upon execution of this Agreement, and annually thereafter.

10. Waivers. No failure or delay on the part of the Court in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
11. Modifications, Amendments or Waivers of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
12. No Assignment. Attorney shall not assign, subcontract or otherwise transfer his or her duties or obligations under this Agreement without the express written approval of the Court.
13. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
14. Completeness of the Agreement. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
15. Invalid Provision. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
16. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

31ST CIRCUIT COURT FAMILY DIVISION

By:


Michael McMillan, Court Administrator

Date:

12/2/20

ATTORNEY:

By:



Date:

12-08-2020

APPENDIX A
SCOPE OF LEGAL SERVICES TO BE PROVIDED TO THE
31ST CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

1. Attorney shall provide legal services to those individuals who are eligible for representation in connection with the handling of juvenile delinquency and neglect and abuse proceedings, together with other related matters. Legal services shall include, but not be limited to:
 - a. Preliminary hearings;
 - b. Pre-trial conferences;
 - c. Trials and pleas;
 - d. Pretrial and post-trial motions;
 - e. Dispositional hearings;
 - f. Review hearings;
 - g. Re-hearings;
 - h. Termination hearings;
 - i. Traditional waiver proceedings;
 - j. Designated cases;
 - k. Foster care review board and mediation; and
 - l. Other hearings, including but not limited to those relating to visitation, custody, reimbursement, and show cause.
2. Representation of interested parties in Parental Waiver proceedings.
3. Attend Preliminary Hearings on Saturday mornings per the on-call schedule.
4. The 31st Circuit Court Family Division shall pay for service fees and witness fees relating to subpoenas, however, Attorney shall prepare, issue, and arrange for service of same.
5. Attorney shall be responsible for his or her own secretarial, investigative, mileage, and office expenses.
6. Attorney must obtain prior approval from the 31st Circuit Court Family Division before fees relating to expert witnesses, testing, diagnosis, transcripts, medical records, and similar services are incurred.
7. Attorney shall meet with clients and be prepared in advance of any hearing or other appearance.
8. Attorney shall supply a valid email address to the Court. Attorney shall frequently check the email address for communications and other informational matters.
9. Attorney shall attend continuing educational workshops or seminars that are relevant to the scope of practice. Frequently, the State Court Administrative Office – Child Welfare Services Office will provide programs that are geared toward attorneys who represent children and families in the Family Court. Contract attorneys are encouraged to attend as many of these programs as possible; however, it will be required that each attorney attend at least one program every two years. Costs associated with attendance of any continuing educational workshop shall be incurred by the attorney unless arrangements have been made with the Court Administrator. Most programs provided by SCAO – Child Welfare Services are free.
10. The Court will select Four (4) attorneys from the candidate pool to serve as the Consortium. The four attorneys will work as a team to coordinate coverage for vacations, sick days, or any other absences.

APPENDIX B
COMPENSATION FOR LEGAL SERVICES
CONTRACT ATTORNEY

2021: \$2,453.10 per Month (\$29,439.89 annually) (2% increase)

Contract Approval Request - Robert W. Carson PC - Contract Attorney Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Robert W Carson 2021	1/27/2021	Cover Memo
📎	CARSON CAA 2021	1/27/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Robert W Carson PC

VALUE: \$29,437.20

TERM: 1/1/21 – 12/31/21

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Contract Attorney Services

DEPARTMENT(S): 31st Circuit Court Family Division

COMMENTS: This contract provides legal representation for youth and families who come under the jurisdiction of the Court. This contract extension is a 2% increase from the 2020 rate.

LEGAL SERVICES AGREEMENT
31st CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

THIS AGREEMENT is made this 8 day of December 2020, by and between the 31st Circuit Court Family Division (hereinafter collectively referred to as "Court") and Robert W. CARSON (hereinafter referred to as "Attorney").

WHEREAS, the Court deems it necessary and appropriate to provide a continuing, just, effective, and economic system for providing certain legal services; and

WHEREAS, Attorney is licensed to practice law in the State of Michigan and possesses experience in the type of legal services to be provided; and

In consideration of the mutual covenants and promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Services. Attorney shall provide legal services as outlined in Appendix A of this Agreement. Appendix A is adopted by reference and incorporated as though fully set forth herein.
2. Term. The term of this Agreement shall be from January 1, 2021, through December 31, 2021. This Agreement may be terminated for cause or convenience by Attorney upon ninety (90) days' written notice to the Court Administrator. The Court may terminate this agreement for cause immediately upon written notice to Attorney or without cause upon thirty (30) days' written notice to Attorney.
3. Compensation for Services. Compensation shall be as outlined in Appendix B of this Agreement. Appendix B is adopted by reference and incorporated as though fully set forth herein. It is agreed and understood that such amounts shall be in total and complete satisfaction of the Court's financial obligation to Attorney whether with regard to actual services performed or with regard to the costs of providing such services.
4. Performance and Scheduling. Attorney shall render services in a prompt and timely manner and provide adequate coverage in connection with such services upon notification of any scheduled proceedings. Attorney is responsible for maintaining an effective system of communication with the Court in accordance with the policies and procedures established by the Court. Attorney agrees to undertake best efforts to be available to cover any unscheduled proceedings. Attorney agrees to work in a cooperative manner with the Court to ensure that all matters within the scope of this Agreement are adequately covered and, to that end, agrees to assume the responsibility of assuring the appearance of substitute counsel, from the other members of the Court approved consortium of attorneys, in the event of Attorney's schedule conflict or inability to appear. Attorney will be responsible for all compensation and arrangements made between Attorney and substitute counsel.

5. Attorney Consortium. The Court will contract with four (4) attorneys to provide legal representation. The Court expects that all four attorneys will collaborate as a team to coordinate coverage for vacations, sick days, or any other absences. In the event of a consortium vacancy, the Court will consult with the remaining contract attorneys for a recommendation of an appropriate replacement; the Court shall make the final determination for the replacement.
6. Recordkeeping. Each month Attorney shall present to the Court a record of attorney representation in a format deemed acceptable by the Court.
7. Compliance with the Law. Attorney shall provide all the services to be performed under this Agreement in complete compliance with all applicable federal, state and local laws, ordinances, rules, and regulations, including those related to professional conduct and discrimination. Attorney certifies that he or she can perform the services outlined in Appendix A.
8. Independent Contractor. It is expressly understood and agreed that Attorney is an independent contractor. Attorney shall not in any way be deemed to be, nor hold his or herself out as, the employee, servant or agent of the Court. Attorney shall not be entitled to any fringe benefits of the Court such as, but not limited to, health/medical and accident insurance, life insurance, paid vacation leave, paid sick leave, and/or longevity. Attorney shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments.
9. Indemnification and Insurance. Attorney shall, at his or her own expense, protect, defend, indemnify and save harmless the Court, its elected and appointed officers, employees, servants, and agents from any and all liability resulting from any acts, omissions or negligence of Attorney that may arise out of this Agreement. Attorney shall at his or her own expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against the Court in any such action, Attorney shall, at his or her own expense, satisfy and discharge same. Attorney's responsibilities to the Court as set forth in this section shall not be mitigated by any insurance coverage obtained by Attorney.

During the term of this Agreement, Attorney shall, at his or her own expense, procure, pay the premium on, keep, and maintain a professional liability/malpractice insurance policy with a minimum of \$100,000 per claim/\$300,000 per aggregate in coverage. To the extent required by law, Attorney shall also procure, pay the premium on, keep and maintain Workers' Compensation insurance. Proof of all required coverage shall be submitted to the Court upon execution of this Agreement, and annually thereafter.

10. Waivers. No failure or delay on the part of the Court in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
11. Modifications, Amendments or Waivers of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
12. No Assignment. Attorney shall not assign, subcontract or otherwise transfer his or her duties or obligations under this Agreement without the express written approval of the Court.
13. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
14. Completeness of the Agreement. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
15. Invalid Provision. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
16. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

31ST CIRCUIT COURT FAMILY DIVISION

By: _____

Michael McMillan, Court Administrator

Date: _____

12/8/20

ATTORNEY:

By: _____

Robert W. Carson

Date: _____

12/8/2020

APPENDIX A
SCOPE OF LEGAL SERVICES TO BE PROVIDED TO THE
31ST CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

1. Attorney shall provide legal services to those individuals who are eligible for representation in connection with the handling of juvenile delinquency and neglect and abuse proceedings, together with other related matters. Legal services shall include, but not be limited to:
 - a. Preliminary hearings;
 - b. Pre-trial conferences;
 - c. Trials and pleas;
 - d. Pretrial and post-trial motions;
 - e. Dispositional hearings;
 - f. Review hearings;
 - g. Re-hearings;
 - h. Termination hearings;
 - i. Traditional waiver proceedings;
 - j. Designated cases;
 - k. Foster care review board and mediation; and
 - l. Other hearings, including but not limited to those relating to visitation, custody, reimbursement, and show cause.
2. Representation of interested parties in Parental Waiver proceedings.
3. Attend Preliminary Hearings on Saturday mornings per the on-call schedule.
4. The 31st Circuit Court Family Division shall pay for service fees and witness fees relating to subpoenas, however, Attorney shall prepare, issue, and arrange for service of same.
5. Attorney shall be responsible for his or her own secretarial, investigative, mileage, and office expenses.
6. Attorney must obtain prior approval from the 31st Circuit Court Family Division before fees relating to expert witnesses, testing, diagnosis, transcripts, medical records, and similar services are incurred.
7. Attorney shall meet with clients and be prepared in advance of any hearing or other appearance.
8. Attorney shall supply a valid email address to the Court. Attorney shall frequently check the email address for communications and other informational matters.
9. Attorney shall attend continuing educational workshops or seminars that are relevant to the scope of practice. Frequently, the State Court Administrative Office – Child Welfare Services Office will provide programs that are geared toward attorneys who represent children and families in the Family Court. Contract attorneys are encouraged to attend as many of these programs as possible; however, it will be required that each attorney attend at least one program every two years. Costs associated with attendance of any continuing educational workshop shall be incurred by the attorney unless arrangements have been made with the Court Administrator. Most programs provided by SCAO – Child Welfare Services are free.
10. The Court will select Four (4) attorneys from the candidate pool to serve as the Consortium. The four attorneys will work as a team to coordinate coverage for vacations, sick days, or any other absences.

APPENDIX B
COMPENSATION FOR LEGAL SERVICES
CONTRACT ATTORNEY

2021: \$2,453.10 per Month (\$29,439.89 annually) (2% increase)

Contract Approval Request - Sharon Parrish - Contract Attorney Services

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Contract Approval Request - Sharon Parrish 2021	1/27/2021	Cover Memo
	Parish CAA 2021	1/27/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Sharon Parrish

VALUE: \$29,437.20

TERM: 1/1/21 – 12/31/21

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Contract Attorney Services

DEPARTMENT(S): 31st Circuit Court Family Division

COMMENTS: This contract provides legal representation for youth and families who come under the jurisdiction of the Court. This contract extension is a 2% increase from the 2020 rate.

LEGAL SERVICES AGREEMENT
31st CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

THIS AGREEMENT is made this 8th day of Dec, 2020, by and between the 31st Circuit Court Family Division (hereinafter collectively referred to as "Court") and SHARON PARISH (hereinafter referred to as "Attorney").

WHEREAS, the Court deems it necessary and appropriate to provide a continuing, just, effective, and economic system for providing certain legal services; and

WHEREAS, Attorney is licensed to practice law in the State of Michigan and possesses experience in the type of legal services to be provided; and

In consideration of the mutual covenants and promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Services. Attorney shall provide legal services as outlined in Appendix A of this Agreement. Appendix A is adopted by reference and incorporated as though fully set forth herein.
2. Term. The term of this Agreement shall be from January 1, 2021, through December 31, 2021. This Agreement may be terminated for cause or convenience by Attorney upon ninety (90) days' written notice to the Court Administrator. The Court may terminate this agreement for cause immediately upon written notice to Attorney or without cause upon thirty (30) days' written notice to Attorney.
3. Compensation for Services. Compensation shall be as outlined in Appendix B of this Agreement. Appendix B is adopted by reference and incorporated as though fully set forth herein. It is agreed and understood that such amounts shall be in total and complete satisfaction of the Court's financial obligation to Attorney whether with regard to actual services performed or with regard to the costs of providing such services.
4. Performance and Scheduling. Attorney shall render services in a prompt and timely manner and provide adequate coverage in connection with such services upon notification of any scheduled proceedings. Attorney is responsible for maintaining an effective system of communication with the Court in accordance with the policies and procedures established by the Court. Attorney agrees to undertake best efforts to be available to cover any unscheduled proceedings. Attorney agrees to work in a cooperative manner with the Court to ensure that all matters within the scope of this Agreement are adequately covered and, to that end, agrees to assume the responsibility of assuring the appearance of substitute counsel, from the other members of the Court approved consortium of attorneys, in the event of Attorney's schedule conflict or inability to appear. Attorney will be responsible for all compensation and arrangements made between Attorney and substitute counsel.

5. Attorney Consortium. The Court will contract with four (4) attorneys to provide legal representation. The Court expects that all four attorneys will collaborate as a team to coordinate coverage for vacations, sick days, or any other absences. In the event of a consortium vacancy, the Court will consult with the remaining contract attorneys for a recommendation of an appropriate replacement; the Court shall make the final determination for the replacement.
6. Recordkeeping. Each month Attorney shall present to the Court a record of attorney representation in a format deemed acceptable by the Court.
7. Compliance with the Law. Attorney shall provide all the services to be performed under this Agreement in complete compliance with all applicable federal, state and local laws, ordinances, rules, and regulations, including those related to professional conduct and discrimination. Attorney certifies that he or she can perform the services outlined in Appendix A.
8. Independent Contractor. It is expressly understood and agreed that Attorney is an independent contractor. Attorney shall not in any way be deemed to be, nor hold his or herself out as, the employee, servant or agent of the Court. Attorney shall not be entitled to any fringe benefits of the Court such as, but not limited to, health/medical and accident insurance, life insurance, paid vacation leave, paid sick leave, and/or longevity. Attorney shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments.
9. Indemnification and Insurance. Attorney shall, at his or her own expense, protect, defend, indemnify and save harmless the Court, its elected and appointed officers, employees, servants, and agents from any and all liability resulting from any acts, omissions or negligence of Attorney that may arise out of this Agreement. Attorney shall at his or her own expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against the Court in any such action, Attorney shall, at his or her own expense, satisfy and discharge same. Attorney's responsibilities to the Court as set forth in this section shall not be mitigated by any insurance coverage obtained by Attorney.

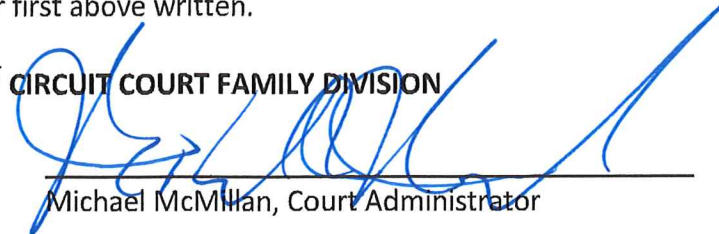
During the term of this Agreement, Attorney shall, at his or her own expense, procure, pay the premium on, keep, and maintain a professional liability/malpractice insurance policy with a minimum of \$100,000 per claim/\$300,000 per aggregate in coverage. To the extent required by law, Attorney shall also procure, pay the premium on, keep and maintain Workers' Compensation insurance. Proof of all required coverage shall be submitted to the Court upon execution of this Agreement, and annually thereafter.

10. Waivers. No failure or delay on the part of the Court in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
11. Modifications, Amendments or Waivers of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
12. No Assignment. Attorney shall not assign, subcontract or otherwise transfer his or her duties or obligations under this Agreement without the express written approval of the Court.
13. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
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16. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

31ST CIRCUIT COURT FAMILY DIVISION

By:

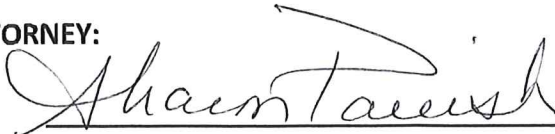

Michael McMillan, Court Administrator

Date:

12/8/20

ATTORNEY:

By:



Date:

12.8.20

APPENDIX A
SCOPE OF LEGAL SERVICES TO BE PROVIDED TO THE
31ST CIRCUIT COURT FAMILY DIVISION
CONTRACT ATTORNEY

1. Attorney shall provide legal services to those individuals who are eligible for representation in connection with the handling of juvenile delinquency and neglect and abuse proceedings, together with other related matters. Legal services shall include, but not be limited to:
 - a. Preliminary hearings;
 - b. Pre-trial conferences;
 - c. Trials and pleas;
 - d. Pretrial and post-trial motions;
 - e. Dispositional hearings;
 - f. Review hearings;
 - g. Re-hearings;
 - h. Termination hearings;
 - i. Traditional waiver proceedings;
 - j. Designated cases;
 - k. Foster care review board and mediation; and
 - l. Other hearings, including but not limited to those relating to visitation, custody, reimbursement, and show cause.
2. Representation of interested parties in Parental Waiver proceedings.
3. Attend Preliminary Hearings on Saturday mornings per the on-call schedule.
4. The 31st Circuit Court Family Division shall pay for service fees and witness fees relating to subpoenas, however, Attorney shall prepare, issue, and arrange for service of same.
5. Attorney shall be responsible for his or her own secretarial, investigative, mileage, and office expenses.
6. Attorney must obtain prior approval from the 31st Circuit Court Family Division before fees relating to expert witnesses, testing, diagnosis, transcripts, medical records, and similar services are incurred.
7. Attorney shall meet with clients and be prepared in advance of any hearing or other appearance.
8. Attorney shall supply a valid email address to the Court. Attorney shall frequently check the email address for communications and other informational matters.
9. Attorney shall attend continuing educational workshops or seminars that are relevant to the scope of practice. Frequently, the State Court Administrative Office – Child Welfare Services Office will provide programs that are geared toward attorneys who represent children and families in the Family Court. Contract attorneys are encouraged to attend as many of these programs as possible; however, it will be required that each attorney attend at least one program every two years. Costs associated with attendance of any continuing educational workshop shall be incurred by the attorney unless arrangements have been made with the Court Administrator. Most programs provided by SCAO – Child Welfare Services are free.
10. The Court will select Four (4) attorneys from the candidate pool to serve as the Consortium. The four attorneys will work as a team to coordinate coverage for vacations, sick days, or any other absences.

APPENDIX B
COMPENSATION FOR LEGAL SERVICES
CONTRACT ATTORNEY

2021: \$2,453.10 per Month (\$29,439.89 annually) (2% increase)

Contract Approval Request - Public Defender Contract Attorney Agreements

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - PD Contract Attys	1/29/2021	Cover Memo
📎	Memorandum for BOC - Arraignment Attorney	1/29/2021	Cover Memo
📎	Public Defender Contract Attorney Agreements	1/29/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: TBD

VALUE: 2 @ \$25,000

TERM: One year

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Contract Attorney Services

DEPARTMENT(S): Public Defender

COMMENTS: The attached contract allows for two part time contract arraignment attorneys at \$25,000 per year

MEMORANDUM

TO: Board of Commissioners
FROM: Office of the Public Defender
DATE: January 29, 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 amount of arraignments we do, we requested additional funds as part of our 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 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 do have one candidate lined up and ready to go. He recently retired after serving 20 years as a Magistrate in Troy, Michigan.

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 _____, (“Contractor”) with a mailing address of _____, City of _____, State of Michigan.

WHEREAS the County intends to pay the Contractor for services provided, effective _____, 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** _____

Print Name _____

Administrator/Controller's Signature _____ **Date** _____

Print Name _____

Contractor's Signature _____ **Date** _____

Print Name _____