



AGENDA

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

**Blue Water Convention Center
800 Harker St.
Port Huron, MI 48060**

February 3, 2022 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Contract Approval Request - Justice Works, LLC
 - B. Probate Court Manning Table Change
 - C. Circuit Court Family Division Wage Class Change
 - D. First Responder Recruitment and Training Grant Program (FRGP) Application Approval - FINAL ACTION
 - 8. Other Judiciary/Public Safety Matters**
 - 9. Information Only**
 - A. Animal Control - 2021 Year in Review
 - 10. Receive and File Packets**
 - 11. Adjournment**

Committee Chair: Greg McConnell

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

Contract Approval Request - Justice Works, LLC

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request -Justice Works Defender Data	1/19/2022	Cover Memo
📎	Subscription Agreement_Justice Works	1/19/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Justice Works, LLC

VALUE: \$17,250 total (\$6,300 for 2022)

TERM: 1/1/22 - 12/31/22

CONTRACT TYPE: Software subscription

SERVICE DESCRIPTION: Defender Data case management software

DEPARTMENT(S): Public Defender

COMMENTS: The original contract for case management software was initiated in 2020. Renewal for 2021 and additional users brought the contract over \$10,000. The Public Defender will continue to use this software through 2022; it can be cancelled at any time.

SOFTWARE LICENSE AGREEMENT FOR defenderData™ – Prime Edition

“LICENSEE” – Name: County of St. Clair

Address: 200 Grand River Ave, Suite 203, Port Huron, MI 48060

“LICENSOR” – **JUSTICE WORKS LLC**

1148 W Legacy Crossing Blvd, Suite 330, Centerville, UT 84404

1. Grant of License. Justice Works, LLC (“Licensor”) hereby grants to Licensee, and Licensee accepts from Justice Works, a limited, personal, nonexclusive, nontransferable, non-assignable license to use the defenderData™ Prime System (hereinafter the “Licensed Software,” as defined in Exhibit A attached hereto and made a part of this Agreement.

2. Scope of License. Licensee agrees that it will use the Licensed Software hereunder only in connection with its own firm and, it will not, without the express written permission of Justice Works, sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee’s “own firm” shall include Licensee’s affiliates as identified in the attached Exhibit A.

3. Payment Terms.

(a) Monthly Subscription Fees. Licensee commits to and agrees to pay the Monthly Subscription Fees described in the attached Exhibit A (“Price of Software Subscription and License Initiation Fee”).

(b) Justice Works shall invoice Licensee monthly for the License Subscription Fees. All invoiced fees are due net ~~15~~30 days from the date of Justice Works’ invoice and are non-refundable. If Justice Works does not receive the full invoiced amount within thirty (30) days of the invoice date, an additional one-point-five percent (1.5%) (or the highest amount allowed by law, whichever is lower) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to Justice Works. Licensee shall also be liable for any and all reasonable attorneys’ fees and costs of collection arising from Justice Works’ efforts to collect any unpaid balance of Licensee’s account.

4. License Activation Date. The License Activation Date shall be the date that Licensee receives the Licensed Software or the Effective Date of this Agreement, whichever is later.

5. Duration and Termination

(a) Duration. Unless terminated earlier as provided elsewhere in this Agreement, Justice Works will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fees during the Term defined in Exhibit A (“Term”). In the event that Licensee continues to license the Licensed Software past the Term, it shall continue only on a month to month basis, with either party having the right to terminate the Agreement at any time upon thirty (30) days prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended period of this Agreement, Justice Works, at its option, may invoice Licensee at the fee rates contained in this Agreement or at fee rates being charged other licensees for the Licensed Software at that time.

- (b) Voluntary Termination. Effective at any time, this Agreement may be terminated by Licensee for any reason upon thirty (30) days prior written notice.
- (c) For Breach. Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach. Without limiting the generality of the foregoing, failure to make any payment to Justice Works when due is a material breach of this Agreement on the part of Licensee.
- (d) Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Justice Works prior to the termination of this Agreement, as the case may be.

6. License Not a Sale. The license pursuant to this Agreement does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Justice Works. Nor shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

7. Software Maintenance Justice Works shall have no obligation to provide modifications or enhancements to the Licensed Software except as may be provided in a separate maintenance agreement. Defects encountered in the software or data will be remedied by Justice Works. Failure to remedy critical defects within 30 days of the defect report is a material breach of this Agreement on the part of Justice Works.

8. User Registration. Each qualified "user" of the Licensed Software will be assigned a separate login name by Justice Works or Licensee. It is Licensee's responsibility to keep all login names and passwords secret. Licensee agrees that each registered user account will be used by one person at a time. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user.

9. Warranties. For so long as Licensee licenses the Licensed Software from Justice Works, Justice Works warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Justice Works may void this warranty if Licensee (i) augments or alters the Licensed Software or causes or allows any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Justice Works; or (iii) fails to keep its payments to Justice Works current.

10. DISCLAIMERS.

- (a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. LICENSEE EXPRESSLY AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK. THE LICENSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER JUSTICE WORKS NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE LICENSED SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE LICENSED SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND JUSTICE WORKS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE. LICENSEE FURTHER AGREES THAT JUSTICE WORKS SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.
- (b) LICENSEE REMEDIES. LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO JUSTICE WORKS BY OR ON BEHALF OF LICENSEE FOR LICENSING THE LICENSED SOFTWARE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. JUSTICE WORKS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF JUSTICE WORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY LICENSEE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.
- (c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Justice Works' liability is limited to the greatest extent permitted by law.

11. Proprietary property of Justice Works.

- (a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Justice Works, and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Justice Works, which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customers of Licensee. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to disclose such use, and approval of such materials, by Justice Works.
- (b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Justice Works, the unauthorized disclosure of any part of which would result in serious injury to Justice Works. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or those that reasonably should be employed, by Licensee to protect its own most proprietary information.
- (c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and to comply with applicable laws and regulations.
- (d) The obligations of this Paragraph 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software, would cause irreparable harm to Justice Works for which there is no adequate remedy at law. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Justice Works may, at its discretion and at Licensee's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems necessary to protect its rights. If Justice Works, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Justice Works, that there will be no such unauthorized disclosure or use. In the absence of such assurance, Justice Works may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 13(a). The rights of Justice Works hereunder are in addition to any other remedies provided by law.
- (e) In the event Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this Agreement or any other agreement between Licensee and Justice Works, together with all payments made under this Agreement or any other agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Justice Works or its successor. Justice Works

may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

- (f) The rights of Justice Works under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity.

12. Non-Disclosure of Confidential Information

- (a) Definition. "Confidential Information" means any material, data, or information in whatever form or media of the Licensee which the Licensee desires to protect against disclosure. Such information includes, but is not limited to, criminal history record information, intelligence or investigative information or reports, juvenile court records, attorney work product, or any other applicable state and federal laws governing the confidentiality of information and records.
- (b) Confidential Relationship. Justice Works understands and acknowledges that the retention of Justice Works by the Licensee creates a relationship of confidence and trust between Justice Works and the Licensee with respect to any Confidential Information that may be learned, transferred, or developed during the performance of Justice Works' services and the Licensee is providing Justice Works access to its Confidential Information in reliance upon Justice Works' promises of confidentiality contained in this Agreement.
- (c) Protection of Confidential Information. Justice Works represents and warrants that Justice Works will: (i) not disclose to any third party (excepting the Licensee) or use any Confidential Information except as expressly permitted in this Agreement; (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control and shall not directly or indirectly disclose, copy, redistribute, republish or allow any third party to have access to any Confidential Information; (iii) not seek to benefit personally or permit others to benefit personally by any Confidential Information; (iv) not knowingly include or cause to be included in any record or report a false, inaccurate or misleading entry. Notwithstanding the above, Justice Works may disclose Confidential Information: (i) to its agents and employees provided such agent or employee has been made aware of his or her obligations under this Agreement, or (ii) if so required by law (including court order or subpoena).
- (d) Return of Confidential Information. Unless Justice Works has received written authorization from the Licensee otherwise, upon expiration, termination, or completion of Justice Works' services or upon request by the Licensee, Justice Works shall either: (i) return Confidential Information to the Licensee and provide the Licensee with written certification that all such Confidential Information has been returned; or (ii) destroy Confidential Information and provide the Licensee with a notarized certification, signed by an authorized representative of Justice Works, stating that such Confidential Information has been destroyed.
- (e) Notification Obligation. If Justice Works becomes aware of any unauthorized use or disclosure of Confidential Information, Contractor shall promptly and fully notify the Licensee of all facts known to it concerning such unauthorized use or disclosure.

13. Dispute Resolution.

- (a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in ~~Salt Lake City, Utah~~St. Clair County, Michigan, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.
- (b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in ~~Salt Lake City, Utah~~St. Clair County, Michigan before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.
- (c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.
- (d) Any party may apply to a court of general jurisdiction to enforce an arbitrator's award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining and satisfying such order, including reasonable attorneys' fees.
- (e) Notwithstanding the provisions of paragraph 13(a) and (b) above, any action by Justice Works to enforce its rights under paragraphs 3, 5 or 11 of this Agreement or to enjoin any infringement of the same by Licensee, may be commenced in the state or federal courts of Utah, and each party consents to personal jurisdiction and venue in such courts for such actions.

14. General

- (a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.
- (b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Justice Works or its assigns or successors.
- (c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of ~~Utah~~Michigan without regard to conflicts of laws provisions thereof.
- (d) Severability. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.
- (e) Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

- (f) Jurisdiction. By entering this Agreement, Licensee agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of ~~Utah~~ Michigan in the event any legal action is commenced by Justice Works or its successors or assigns to enforce any rights arising hereunder.
- (g) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.
- (h) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitutes the entire agreement of the parties and supersedes all prior discussion and correspondence between them with respect to the subject matter hereof. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties.
- (i) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.
- (j) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE:	LICENSOR: Justice Works, LLC
By: <i>[Signature]</i>	By: <i>Keith Richey</i>
Title: <i>Administrator / Controller</i>	Title: COO
Date: <i>2-6-2020</i>	Date: 2/6/2020

EXHIBIT A

1. Description of Software:

- A. defenderData™ Prime Edition - Client Application for Case/Docket management including full system hosting, administration, monitoring and maintenance.
- B. Support services including support and maintenance of the system, toll free telephone support from 6:00 am to 6:00 pm MT.

2. Price of Software Subscription and License Initiation Fee

- | | |
|----------------------------------|---|
| A. License Initiation Fee | \$ 0.00 – (No license, startup, or up-front fees) |
| B. Monthly Software Subscription | \$ 2.00 Per New Case Opened
or
\$25.00 Per User Per Month |

*System carries a \$50.00 per month minimum fee per firm.

3. Term & Term Commitment

- | | |
|--------------------|---|
| A. Term | Month-to-month. (First 30 days are free) |
| B. Term Commitment | No term commitment. You may cancel at any time. |

4. Customer Installation Site(s)

- | | |
|------------------|---------|
| A. Site Address: | Site #1 |
|------------------|---------|

Probate Court Manning Table Change

Summary:

ATTACHMENTS:

Description		Upload Date	Type
📎	Letter to BOC - Probate Court Reclass	1/26/2022	Cover Memo
📎	Probate Court Manning Table Change	1/26/2022	Cover Memo
📎	DBarbour Memo to Board Reclassification Clerk III to FT Clerk I to Clerk III McMillan January 2022	1/26/2022	Cover Memo

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

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

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

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

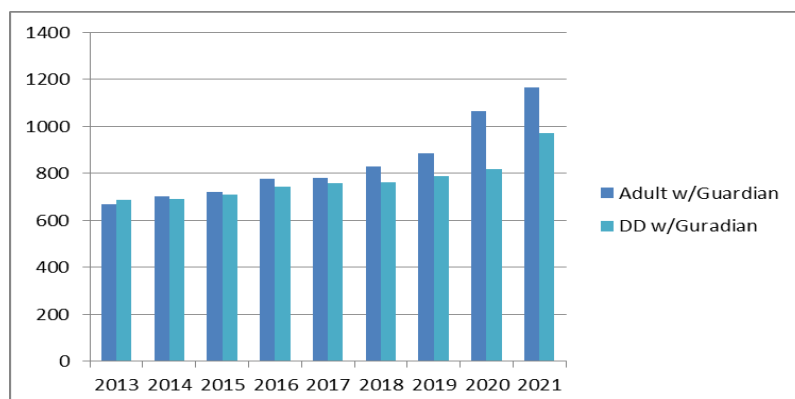
To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: January 25, 2022
RE: Staffing Changes

The St. Clair County Courts are respectfully requesting a change to the Manning Tables to reflect staffing needs in the St. Clair County Probate Court.

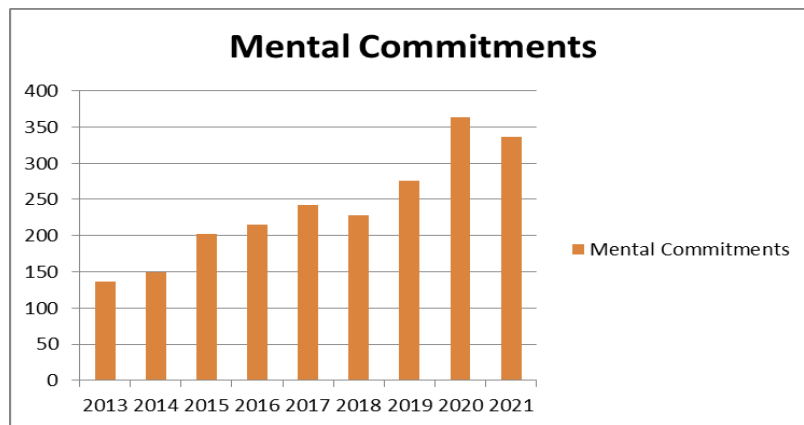
Move a Part-Time Clerk III to Full-Time Clerk III in the Probate Court

The Probate Court has seen a significant increase in Guardianship and Mental Health cases over the past five years. This increase is due to many factors: an increase in mental health needs, an increase in the aging population of our county, and a lack of services to address the needs of people before they are referred to the court system. The workload of the court has surpassed the number of employee hours that we have to complete the needs of the department. These cases must be handled in a timely fashion per Michigan statute and Michigan court rules. We feel that the additional employee hours would allow us to continue to provide excellent service in the required time frames.

Adults and Developmentally Disabled Clients with a Guardian



Mental Commitments



Reclassification of a Full-Time Clerk I to a Full-Time Clerk III

The Probate Court has two Clerk I positions, unlike other departments in the court who have one. Due to the increased workload referenced above, the court has had to assign a Clerk I to complete Clerk III duties. We are requesting that the position be reclassified to accurately represent the work that the employee is completing.

Fiscal Impact:

The court has been working with the County Administration on the funding component. The court is a mandated service that is traditionally unable to generate revenue outside of court assessments and costs. The Probate court is not able to generate much revenue, nor should it.

That being said, the court originally proposed reducing the county appropriation for the State Institution line item in the Child Care Fund to offset these costs. The State Institution line item is completely controlled by the court as has been under budget for the last number of years; this is due to law changes and the work of court administration to reduce out of county placements. We were told that this was not an option and perhaps contingency could be used.

We were then informed that contingency would not be able to be used and that we would need to find other ways to come up with the money. The court has rarely approached the Board to ask for funds outside of the money that is allocated. We are normally under budget in several areas and we anticipate that the next several years will be no different.

Nevertheless, the court feels that this request is paramount to the needs of our operation and we have attempted to identify ways to come up with additional funds. We are recommending that two newly vacant positions be eliminated in the DTNW program. We must balance the needs of the present against the needs of the future; and while the court would rather not make this recommendation, we feel that we have no other choice.

We are asking that following amendments to the budget be made; this calculation will cover the changes to the Probate Court as well as the changes to the Family Court.

Added Expenses			Deleted Expenses		
PT Clerk III to FT Clerk III	\$	35,081	Remove 2 PT Positions	\$	29,125
FT Clerk I to FT Clerk III	\$	10,417	Professional Services	\$	15,000
Juvenile Referee Reclass	\$	13,948	Mileage	\$	15,500
Total	\$	59,446	Total	\$	59,625

Action Requested:

We are respectfully requesting that the Board of Commissioners approve:

- Moving a Part-time Probate Court Clerk III to a Full-Time Court Clerk III.
- Moving a Full-time Probate Court Clerk I to a Full-time Court Clerk III.

The Family Division would like to thank the Human Resources Director and the Finance Director for their assistance in this matter, and we would like to thank the BOC for their continued support of the courts. Please do not hesitate to contact me if you have any questions or would like additional information. (810) 985-2181.



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: January 26, 2022
Re: Probate Court Manning table change

The Court Administrator is requesting two changes to the Probate Court's manning table. They are requesting to convert a Court Clerk I to a Court Clerk III as the work being done in this position is equivalent to that of a Court Clerk III. The cost for this manning table change is \$8,007. Human Resources has also agreed that this change is appropriate.

The second requested change to the Probate Court's manning table is to move a Part-time Court Clerk III to a Full-time Court Clerk III. The Probate Court office has seen an increase in Mental Health and Guardianship caseloads in 2020 and 2021 and is in need of the additional labor hours to perform the minimum that is required by the State. The cost for this manning table change would be a maximum of \$46,078. This cost is at full fringe benefits and top step of the pay scale. The cost could come in lower if the employee chooses to opt out of some of the benefits offered.

The Court Administrator is proposing to reduce costs in the Child Care fund so that the County can reduce their appropriation to the Child Care fund to help cover part of the increased costs. The proposed reductions include the following:

Eliminate 2 Part-time At-Risk Youth Workers	\$59,337
Eliminate 50% of CMH contract/1 therapist	<u>\$29,754</u>
Total Cost	\$89,091
50% reduction in County Appropriation	(\$44,546)
50% reduction in State revenue reimbursement	(\$44,545)

For this request, the Court Administrator would be asking for an appropriation to the Probate Court's budget in the amount of \$9,539.

I recommend that the Board of Commissioners approve the manning table changes above and use the Board's contingency to cover the additional funds needed of \$9,539.



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: January 24, 2022

Subject: Reclassification Request-Probate Court

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES AND COLLECTIVE
BARGAINING AGREEMENT

Background:

The Circuit Court Administrator, Mike McMillan, is requesting a reclassification of a full-time position from a Court Clerk I to a Court Clerk III within the Probate Court department. The department's workload and responsibilities have increased, therefore, the need for an advanced skill set is necessary. The current level of performance meets the expectations and job framework of a Court Clerk III.

Also, for the same reason of an increased workload, Mike McMillan has requested one part-time Court Clerk III be converted to a full-time position.

For this reason, I support the reclassification of the full-time Court Clerk I to a Court Clerk III at a wage range of I-F as requested. I, also, support the status change of a part-time Court Clerk III to a full-time Court Clerk III.

The reclassification position will need to follow the job posting section in the collective bargaining agreement.

Thank you,

Diane Barbour
Director-Human Resources

Circuit Court Family Division Wage Class Change

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Letter to BOC - Referee Reclass	1/26/2022	Cover Memo
📎	Circuit Court Family Division Wage Class Change	1/26/2022	Cover Memo
📎	DBarbour Memo to Board Wage Reclassification of CCF Attorney Referee January 2022	1/26/2022	Cover Memo

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

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

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

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

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: January 25, 2022
RE: Staffing Changes

The St. Clair County Courts are respectfully requesting a reclassification of the Juvenile Attorney Referee position within the Family Court.

Currently, this position is in the wage range II-LL (\$72,346- \$95,203). When this position was placed during the wage study of 2017, it was not supervisory and the responsibilities were not as expansive as they are today. This position has evolved to be a judicial official and include supervisory duties of a team of 4; authorized to hold hearings; take sworn testimony; call witnesses; issue orders; and the ability to remove/establish custody.

This position is nearly identical to that of a Domestic Relations Referee. Both positions require a law degree and both act as a quasi-judicial officer. Please see the attached memo from Diane Barbour, Human Resources Director. We are asking that the Juvenile Referee wage (II-LL \$72,346 - \$95,203) be brought in line with the Domestic Relations Referee wage (III-K \$81,381 - \$107,091)

Fiscal Impact:

The court has been working with the County Administration on the funding component. The court is a mandated service that is traditionally unable to generate revenue outside of court assessments and costs. The Probate court is not able to generate much revenue, nor should it.

That being said, the court originally proposed reducing the county appropriation for the State Institution line item in the Child Care Fund to offset these costs. The State Institution line item is completely controlled by the court as has been under budget for the last number of years; this is due to law changes and the work of court administration to reduce out of county placements. We were told that this was not an option and perhaps contingency could be used.

We were then informed that contingency would not be able to be used and that we would need to find other ways to come up with the money. The court has rarely approached the Board to ask for funds outside of the money that is allocated. We are normally under budget in several areas and we anticipate that the next several years will be no different.

Nevertheless, the court feels that this request is paramount to the needs of our operation and we have attempted to identify ways to come up with additional funds. We are recommending that two newly vacant positions be eliminated in the DTNW program. We must balance the needs of the present against the needs of the future; and while the court would rather not make this recommendation, we feel that we have no other choice.

We are asking that following amendments to the budget be made; this calculation will cover the changes to the Probate Court as well as the changes to the Family Court.

Added Expenses			Deleted Expenses		
PT Clerk III to FT Clerk III	\$	35,081	Remove 2 PT Positions	\$	29,125
FT Clerk I to FT Clerk III	\$	10,417	Professional Services	\$	15,000
Juvenile Referee Reclass	\$	13,948	Mileage	\$	15,500
Total	\$	59,446	Total	\$	59,625

Action Requested:

We are respectfully requesting that the Board of Commissioners reclassify the Juvenile Attorney Referee to III-K (\$81,381 - \$107,091)

The Family Division would like to thank the Human Resources Director and the Finance Director for their assistance in this matter, and we would like to thank the BOC for their continued support of the courts. Please do not hesitate to contact me if you have any questions or would like additional information. (810) 985-2181.



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: January 26, 2022
Re: Circuit Court Family Division wage class change

The Court Administrator is requesting to change the Circuit Court Family Division's wage structure for the Attorney Referee position. He is requesting to convert an Attorney Referee position currently at wage range II-LL (\$72,346-\$95,203) to the same as a FOC Attorney Referee at wage range III-K (\$81,381-\$107,090). The work being done in this position is equivalent to that of a FOC Attorney Referee. The cost for this manning table change is \$13,947. Human Resources has also agreed that this change is appropriate.

For this request, the Court Administrator would be asking for an appropriation to the Circuit Court Family Division's budget in the amount of \$13,947.

I recommend that the Board of Commissioners approve the manning table change above and use the Board's contingency to cover the additional funds needed of \$13,947.

This will leave the contingency at \$93,853.



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: January 25, 2022

Subject: Wage Reclassification Attorney Referee-Circuit Court Family
☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

Background:

The Circuit Court Administrator, Mike McMillan, is requesting a wage reclassification of the Attorney Referee in the Circuit Court Family Division department. Currently, this position is in the wage range II-LL (\$72,346- \$95,203). When this position was placed during the wage study of 2017, it was not supervisory and the responsibilities were not as expansive as they are today. This position has evolved to be a judicial official and include supervisory duties of a team of 4; authorized to hold hearings; take sworn testimony; call witnesses; issue orders; and ability to remove/establish custody. When reviewing this position, I did a comparative to the Friend of Court's Attorney Referee. I found these two position were very similar, the only difference was hearings were held with children versus adults. The FOC's Attorney Referee is at a wage range of III-K (\$81,381-\$107,090).

For this reason, I support the wage reclassification of the Attorney Referee in the Circuit Court Family Division to III-K. This position is currently filled by Samantha Lord, therefore, does not need to be posted.

Thank you,

Diane Barbour
Director-Human Resources

First Responder Recruitment and Training Grant Program (FRGP) Application Approval - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	First Responder Recruitment and Training Grant Application_Memo	1/27/2022	Cover Memo
📎	First Responder Recruitment and Training Grant Program (FRGP) Application	1/27/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and James Spadafore, Undersheriff

Date: January 27, 2022

Re: First Responder Recruitment and Training Grant Program (FRGP) Application

The St. Clair County Sheriff's Office is eligible to apply for the First Responder Recruitment and Training Grant Program (FRGP) that was recently made available through the Michigan Department of Treasury.

The application is due on February 15, 2022.

The purpose of this grant program is to support efforts of local governments to expand recruitment, improve training and provide additional professional development and support to first responders in local governments.

If awarded the grant funds, the Sheriff's Office plans to use funds toward recruitment and training costs to include job fairs, policy academy costs, recruitment video, and training courses and equipment.

We are requesting final action approval of the First Responder Recruitment and Training Grant Program (FRGP) grant application at the February 3, 2022 Board of Commissioners Committee meeting.

First Responder Training and Recruitment Grants Application (FY 2022)

Issued under authority of 2021 Public Act 87

The purpose of the grant program is to support efforts to expand recruitment, improve training, and provide additional professional development and support to first responders in local governments.

Please provide the following information.

Entity Type:	County
Entity Name:	County of St. Clair
Address:	200 Grand River Avenue
City:	Port Huron
State:	MI
Zip:	48060
Contact Name:	Marsha Adamkiewicz
Phone Number:	810-985-6301
Email Address:	madamkiewicz@stclaircounty.org

NEXT

Support Documentation

Please upload documentation in support of this application such as a program purpose and description, request for proposals for services, proposed service contracts, and budget for services. Please click on the upload icon on the left navigation to provide supporting documentation. There is no limit on the number of files that can be uploaded. There is a 15MB per file upload limit.

By clicking sign on this form, you are certifying that you are the authorized agent and that the eligibility requirements have been met in accordance with the grant requirements. Applications must be complete and received by February 15, 2022.

SIGN

Proposal Narrative

St. Clair County

LOCAL FIRST RESPONDER RECRUITMENT AND TRAINING GRANT PROGRAM (FRGP)

RECRUITING:

The current economic/Covid conditions has shifted the draw from government based jobs to the private sector. Years ago, the government pensions and benefit packages along with its steady income outweighed the private sectors offerings. Due to the pandemic conditions and jobs in high demand, the private sector has increased wages and offers signing bonuses to help with hiring; governmental entities cannot keep pace.

Our inability to keep deputies has led to overtime, forced shifts and burnout. In years past 300 applications were received for one position. Today, we receive around 5 for that same position. The pandemic has also deterred applicants due to the jail quarantines.

Currently we are five short on Road Patrol and six short in Corrections.

To assist in recruitment, St. Clair County proposes the following costs to aid with our recruiting:

\$ 25,000	Active recruitment costs to include include travel, hotel and advertisement to colleges and jobs fairs throughout the State. This would also include updating our digital media to help increase traffic to our website.
21,000	Cost for three people to be sent to the police academy and equipment. This would increase the amount of applicants.
33,000	Wages to support candidates while they are in the academy.
10,000	Recruitment materials.
7,000	Create a recruitment video
<u>\$ 96,000</u>	

TRAINING:

The biggest factor in training with the Covid pandemic is the amount of course cancellations. Over the last two years we have missed 500 hrs. of training. Being a governmental entity, that money does not roll over but gets absorbed into the general fund.

We believe that can solve this in two ways. First, we need to backfill shifts to cover deputies in training. Second, we need to purchase our own equipment so trainings can be done on site. This would make the department more self-sufficient.

To assist in training efforts, St. Clair County proposes the following costs:

\$ 25,000	Training courses and accommodations
25,000	Costs to backfill shifts
42,000	MILO Training Simulator
4,000	Cuff dummies
2,600	Red man suits
<u>\$ 98,600</u>	

First Responder Training and Recruitment Grants Application (FY 2022)

Issued under authority of 2021 Public Act 87

GENERAL INFORMATION

Program Purpose:

The purpose of the grant program is to support efforts to expand recruitment, improve training, and provide additional professional development and support to first responders in local governments.

Eligibility:

All Michigan cities, villages, townships, counties, or fire authorities are eligible to apply. "First responder" means law enforcement officers, firefighters, emergency medical technicians (EMT), paramedics, and local unit of government corrections officers.

Criteria:

- A completed application with detailed information
- The governmental unit must demonstrate how budgeted costs directly relate to recruitment or training of first responders
- Priority will be given to projects that will be completed by September 30, 2022
- Projects are funded on a reimbursement basis
- Of the \$5 million available, \$2 million will be designated for communities with a per capita property taxable value of less than \$15,000 (see list on webpage) with the remaining funds awarded based on a review of applications and the determination of the effective use of and need for the grant funds.

Application Process:

An application process will be used to solicit proposals for these grants. Applications must be complete and received via electronic submission as noted in the application by the February 15, 2022 deadline to be considered for funding. The application may include supporting documentation such as a program purpose and description, request for proposals for services, proposed service contracts, and a budget for services. The submission of an application does not guarantee a grant award. Additional information about the grant program is available on the Michigan Department of Treasury's website at: (insert website address.)

Project Clarification:

During the application review process, applicants may be contacted for clarification. The Michigan Department of Treasury reserves the right to award funds for an amount other than requested.

Selection Procedures:

Applications will be selected for funding by the Michigan Department of Treasury based on program purpose, eligibility, and criteria.

Notification Process:

Applications selected for a grant award will receive a Notification of Intent to Award from the Michigan Department of Treasury within 60 days of the grant deadline. However, additional time may be required depending on the number of applications received. Final Award letters will be sent to approved grantees once the Michigan Department of Treasury has received all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s).

First Responder Training and Recruitment Grants Application(FY 2022)

Issued under authority of 2021 Public Act 87

GENERAL INFORMATION CONTINUED

Application Deadline:

February 15, 2022.

Completed applications must be received by the Michigan Department of Treasury no later than 11:59 p.m. on February 15, 2022. Incomplete applications may not be considered.

A signed and completed application (including attachments) can be submitted only through the electronic submission link below:

[First Responder Grant Application](#)

Timelines:

A project should not be started before a grant is awarded. No expenses prior to the award date will be paid.

Grant Period:

February 15, 2022-September 30, 2022

FY 2022 Appropriation Amount Available (Min./Max.):

Approximately \$5 million in funding will be available for the Michigan Department of Treasury to award. Awards to any one applicant shall be no more than \$100,000.00 for recruitment, and no more than \$100,000.00 for training programs, for a combined maximum award of no more than \$200,000.00. Please note that Treasury criteria will prioritize \$2 million of the \$5 million for communities with taxable value per capita below \$15,000.

Source of Funds:

The grant is financed through a general fund appropriation in Public Act 87 of 2021.

Confidentiality:

Application information is public information under the Freedom of Information Act, Public Act 442 of 1976, as amended (MCL 15.231 to 15.246).

Contact:

For questions regarding the First Responder Recruitment and Training Grants, please contact the Michigan Department of Treasury, Community Services Division by e-mail at TreasLocalGov@michigan.gov or refer to Michigan.gov/FRG for more information.

First Responder Training and Recruitment Grants Application(FY 2022)

Issued under authority of 2021 Public Act 87

CONDITIONS

Implementation of Project:

Following award notification, the grantee agrees to submit Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s) for all jurisdictions participating in the project, indicating approval of the project and Competitive Grant Assistance Program grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award or be subject to automatic cancellation of the grant. No grant funding will be released until all required resolutions, minutes or agreements have been received.

Project Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of any and all applications received.

Prior to executing any changes to the scope of the project, the selected grantee(s) must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee(s) within thirty (30) days, whether or not the project changes fall under the original grant award.

Eligible Expenditures:

Grant funds should be focused on training and recruitment efforts. Any ancillary costs may or may not be approved at the discretion of the Michigan Department of Treasury.

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the project.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Primary Applicant" for expenditures involving project activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the final Michigan Department of Treasury payment for the project.

First Responder Training and Recruitment Grants Application(FY 2022)

Issued under authority of 2021 Public Act 87

CONDITIONS CONTINUED

Release of Funds:

Payments to the "Primary Applicant" will be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *First Responder Training and Recruitment Reimbursement Request Form* must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the *First Responder Training and Recruitment Reimbursement Request Form*. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

The "Primary Applicant's" Chief Financial Officer or Chief Administrative Officer must sign and date the *First Responder Training and Recruitment Reimbursement Request Form*.

Funds may not be released to the "Primary Applicant" if any of the participants in the project:

1. Have not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 – 21.55), or
2. Have not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Have a payment due and owing to the state.

Reporting Requirements:

1. *Final Narrative and Financial Status Reports* – As the end of the funded project, the awarded grantee(s) shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the end of the project.
 - a. *Narrative Report (NR)* (Form 4971) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. The percentage (%) completed of the project work plan.
 - iii. The actual project completion date.
 - iv. A brief outline of the work accomplished.
 - b. *Financial Status Report (FSR)* (Form 4972) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. The actual project completion date.
 - iii. Total projected expenditures for the project.

First Responder Training and Recruitment Grants Application(FY 2022)

Issued under authority of 2021 Public Act 87

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 4971) and *Final Financial Status Report* (Form 4972) - The selected grantee(s) shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the project.
 - a. The reports shall include the information as indicated under *Quarterly Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the project accomplishments and any unanticipated benefits/difficulties experienced while completing the project. Additionally, attach a copy of the project deliverables, if applicable (i.e., feasibility study, pictures of completed construction, etc...).

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project.

The Michigan Department of Treasury may conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.

The grantee agrees to submit quarterly and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

Grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give grantee at least thirty (30) days advance written notice of termination for non-appropriation.

Animal Control - 2021 Year in Review

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Animal Control - 2021 Year in Review	1/13/2022	Cover Memo

2021

ST. CLAIR COUNTY ANIMAL CONTROL

Year In Review



89.8% Live Release Rate

820 Dogs, Cats, and Rabbits were either adopted, transferred to rescues or other shelters, or returned to their owners.



392 Adoptions

New happy additions to homes! Plus additional placement options with our improved Barn Cat Program.

38 Families Helped Through C.A.R.E.S

We were able to help 38 families keep their pets through our Community Animal Resources and Essential Services thanks to generous donations of food, straw, leashes and collars, crates, lightweight tie-outs, baby gates, and cat litter.



64% Return to Owner Rate for Lost Dogs

Of 277 stray dogs that came into the shelter, 184 were reunited with their families thanks to our volunteer social media sleuths. There were many reunions of dogs who were able to go home without even entering the shelter thanks to our lost and found volunteers.



Increased Volunteer Opportunities

Five New Volunteer Orientations, Dog Handling 101 trainings, Fear Free Certifications, and more opportunities for volunteering.

