



AGENDA
St. Clair County Board of Commissioners

ORGANIZATIONAL MEETING

MEETING WILL BE HELD REMOTELY VIA WEBEX

January 7, 2021 at 6:00 PM

Any citizen who wishes to address the Board can send their request to citizens@stclaircounty.org or leave a voicemail at 810-989-6900 prior to 4:00 p.m. the day of the meeting.

Event Address: <https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=e64150dcb1e143fae84109bc818836cc0>

Event Password: 2021

**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: 132 475 0235**

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- 1. Call to Order by County Clerk - Jay DeBoyer**
 - 2. Pledge of Allegiance**
 - 3. Roll Call**
 - 4. Oath of Office**
 - 5. Appointment of Temporary Chairperson**
 - 6. Nominations and Election of Permanent Chairperson**
 - 7. Nominations and Election of Vice-Chairperson**
 - 8. Additions/Deletions/Changes to the Agenda**
 - A. Addition: Michigan Small Business Survival Grant**
 - 9. Approval of Agenda**

10. Minutes of Previous Meeting

- A. 12-10-20 Commission Meeting

11. Citizens Wishing to Address the Board

12. Consent Agenda

13. Unfinished Business

14. New Business

- A. Appointment of Sergeant-at-Arms
- B. Appointments to Standing Committees
- C. Appointments/Board Committee Assignments
- D. Board of Commissioners By-Laws 2021 - 2022
- E. Medical Examiner Operations
- F. Contract Approval Request - Catholic Charities of Southeast Michigan - 2021 Senior Services
- G. Contract Approval Request - Council on Aging - Senior Services
- H. Contract Approval Request - Lakeshore Legal Aid - Senior Services
- I. Contract Approval Request - Life Skills Centers, Inc. - 2021 Senior Services
- J. Contract Approval Request - Port Huron Housing Commission - 2021 Senior Services
- K. Contract Approval Request - St. Clair County Public Guardian -2021 Senior Services
- L. Contract Approval Request - Michigan CAT
- M. FY2021 MMHCGP Letter of Agreement Sub-Contract with CMH
- N. Recovery High School Grant Submission
- O. Airport Manning Table Change Request Proposal

15. Administrator's Report

16. Miscellaneous Business

17. Receive and File Packets and all Information Present

18. Adjournment

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: Michigan Small Business Survival Grant

Summary:

12-10-20 Commission Meeting

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 12-10-20 Commission Meeting	12/30/2020	Cover Memo

**St. Clair County Board of Commissioners
MEETING HELD REMOTELY VIA WEBEX**

December 10, 2020 at 6:00 PM

Any citizen who wishes to address the Board or provide
comment during the public hearing can send the 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=e367d44eb561f51dab26a734c17bdd2b3)

MTID=e367d44eb561f51dab26a734c17bdd2b3

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: 132 645 4029

Agenda Item-1 Pledge of Allegiance

Agenda Item-2 Roll Call

Gratopp, Rushing, Dunn, Bohm, Heidemann, Baldwin, McConnell-Present

Agenda Item 3 – Additions/Deletions/Changes to the Agenda

Motion by Commissioner Gratopp, supported by Commissioner Dunn to make the
following agenda changes.

- Addition to Consent: Amended 2020 Apportionment Report as item 7F
- 2021 Pension and Retiree Health Care Contribution Rates as item 11AR
- Resolution 20-56 Supporting Line 5 Tunnel as item 11AS
- EGLE Grant Agreement – St. Clair/Macomb Coastal Birding Trail as item 11AT
- Probation Residential Service Agreement – Huron House, Inc. as item 11TU

Passed by voice vote.

Agenda Item 4-Approval of the Agenda

Motion by Commissioner Rushing, supported by Commissioner Rushing to approve the agenda. Passed by voice vote.

Agenda Item 5– Approval of Minutes of Previous Meeting:

Moved by Commissioner Gratopp, supported by Commissioner McConnell, to approve and file the minutes of the 11/19/20 Commission meeting and the 12/03/20 Standing Committee meetings. Passed by voice vote.

Agenda Item 6A - Proclamation: Howard Heidemann

Moved by Commissioner Gratopp, supported by Commissioner McConnell, to approve the proclamation recognizing Howard Heidemann's years of service. Passed by voice vote.

Agenda Item 6B - Proclamation: Bill Gratopp

Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve the proclamation recognizing Bill Gratopp's years of service. Passed by voice vote.

Agenda Item 7– Consent Agenda:

Moved by Commissioner Gratopp, supported by Commissioner Baldwin, to approve items 7A through 7F on the Consent Agenda. Passed by voice vote.

Agenda Item 8-Reports of Standing Committees

Commissioner McConnell: Had received calls with concerns about the Designated Assessor.

Agenda Item 9- Citizens Wishing to Address the Board

None

Agenda Item 10 – Unfinished Business

None

Agenda Item 11A- Michigan Association of Counties Update

An update was given from a representative of MAC

Agenda Item 11B: Resolution 20-26 Establishing Board of Commissioners Compensation for 2021-22

Moved by Commissioner Gratopp, supported by Commissioner Rushing, to adopt Resolution 20-26 establishing Board of Commissioners Compensation for 2021-2022

Passed 7-0.

Agenda Item 11C: Resolution 20-27 Establishing Compensation for Members of the Department of Health and Human Service Board for 2021-22

Moved by Commissioner Gratopp, supported by Commissioner Baldwin, to adopt Resolution 20-27 establishing compensation for members of the Department of Health and Human Service Board for 2021-2022. Passed 7-0.

Agenda Item 11D: Resolution 20-28 Establishing Road Commission Compensation
Moved by Commissioner Gratopp, supported by Commissioner Heidemann, to adopt
Resolution 20-28 establishing Road Commission compensation for 2021. Passed 7-0.

Agenda Item 11E: Resolution 20-29 Elected Officials Wages for 2021

Moved by Commissioner Gratopp, supported by Commissioner McConnell, to adopt
Resolution 20-29 establishing elected officials wages for 2021. Passed 7-0.

Agenda Item 11F: Resolution 20-30 Establishing Wages for CANUE 2021

Moved by Commissioner Gratopp, supported by Commissioner Heidemann, to adopt
Resolution 20-30 establishing wages for CANUE for 2021. Passed 7-0.

**Agenda Item 11G: Resolution 20-33 2021 Collective Bargaining Agreement MNA
#2 - Nurses Supervisors**

**Agenda Item 11H: Resolution 20-34 2021 Collective Bargaining Agreement
TPOAM FOC Employees**

**Agenda Item 11I: Resolution 20-35 2021 Collective Bargaining Agreement
AFSCME 1518 District Court Employees**

**Agenda Item 11J: Resolution 20-36 2021 Wage Adjustment Correction Deps and
Prof Ees Teamsters**

**Agenda Item 11K: Resolution 20-37 2021 Wage Adjustment Professional
Employees of the St. Clair County Prosecuting Attorney**

Agenda Item 11L: Resolution 20-38 2021 Wage Adjustment TPOAM Probate and Circuit Court Clerical

Agenda Item 11M: Resolution 20-39 2021 Collective Bargaining Agreement AFSCME 1089 PSE

Agenda Item 11N: Resolution 20-40 2021 Collective Bargaining Agreement Bailiffs

Agenda Item 11O: Resolution 20-41 2021 Wage Adjustment CCF Supervisors and Probate Employees

Agenda Item 11P: Resolution 20-43 2021 Collective Bargaining Agreement MNA 1

Agenda Item 11Q: Resolution 20-44 2021 Collective Bargaining Agreement FOC Supervisors

Agenda Item 11R: Resolution 20-45 2021 Wage Adjustment Juvenile Counselors

Agenda Item 11S: Resolution 20-46 2021 Collective Bargaining Agreement Sheriff Supervisors 2021 to 2022

Agenda Item 11T: Resolution 20-47 2021 Collective Bargaining Agreement Communications Officers

Agenda Item 11U: Resolution 20-48 2021 Collective Bargaining Agreement AFSCME 1089 Public Service Employees Clerk RofD Clerical

Agenda Item 11V: Resolution 20-49 2021 Collective Bargaining Agreement

AFSCME 1089 Public Service Employees PA Clerical

Agenda Item 11W: Resolution 20-51 2021 Collective Bargaining Agreement

AFSCME 1089 Public Service Employees Treasurers Clerical

Agenda Item 11X: Resolution 20-52 2021 Collective Bargaining Agreement

Human Resources Association Employees TPOAM

**Agenda Item 11Y: Resolution 20-53 2021 Wage Adjustment Correction
Supervisors**

Motion by Commissioner Gratopp, supported by Commissioner Dunn to approve the Collective Bargaining Agreements and Wage Adjustments stated as Agenda Items 11G through 11Y. Passed 7-0.

Agenda Item 11Z: Resolution 20-54 - State of Emergency - COVID 19

Moved by Commissioner Gratopp, supported by Commissioner Rushing, to adopt Resolution 20-54 authorizing a declaration of a State of Emergency for the County of St. Clair. Passed by voice vote.

**Agenda Item 11AA: Resolution 20-55 Adopting 2021 Special Revenue Budgets,
Amending the 2020 General and Special Revenue Funds Budgets**

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to adopt Resolution 20-55 adopting 2021 Special Revenue Funds Budgets and amending the 2020 General and Special Revenue Funds Budgets. Passed 7-0.

Agenda Item 11AB: Policy 314 - Equal Employment Opportunity

Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve Policy 314 – Equal Employment Opportunity. Passed 7-0.

Agenda Item 11AC: Policy 321.5 - Conflict of Interest

Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve Policy 321.5 – Conflict of Interest. Passed by voice vote.

Agenda Item 11AD: Policy 323 - Discrimination and Harassment

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve Policy 323 – Discrimination and Harassment. Passed by voice vote.

Agenda Item 11AE: Policy 374 - Emergency Closure and Partial Closure

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to approve Policy 374 – Emergency Closure and Partial Closure. Passed by voice vote.

Agenda Item 11AF: 2021 Board of Commissioner's Meeting Schedule

Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve the 2021 Board of Commissioners' meeting schedule. Passed by voice vote.

Agenda Item 11AG: Boards and Commissions Reappointments

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the Boards and Commissions reappointments as presented. Passed by voice vote.

Agenda Item 11AH: Library - Citrix annual renewal licenses

Moved by Commissioner Baldwin, supported by Commissioner Heidemann, to approve the Citrix annual license renewals for the Library in the amount of \$13,750. Passed 7-0.

Agenda Item 11AI: 2021 Memorandum of Agreement: MSU Extension Services in St. Clair County

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to approve the 2021 Memorandum of Agreement with Michigan State University Extension Services in the amount of \$26,929. Passed 7-0.

Agenda Item 11AJ: Manning Table Change - Elections Director Position, County Clerk

Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve the change in the County Clerk's manning table eliminating a part-time Election Director position and adding a full-time Election Director position. Passed by voice vote.

Agenda Item 11AK: Sheriff and Undersheriff Memo of Understanding

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to approve the statement of understanding between Sheriff Mat King and the Board of Commissioners. Passed by voice vote.

Agenda Item 11AL: St. Clair County Library System Board of Trustees Bylaw Revisions

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the Library System Board of Trustees by-law revisions. Passed by voice vote.

Agenda Item 11AM: Contract Approval Request - Westlaw 2021-2023

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to approve the contract renewal with Westlaw/Thomson Reuters for a 3-year term in the amount of \$67,183. Passed 7-0.

Agenda Item 11AN: FY2021 County Veteran Service Fund Grant - Resubmission

Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve the FY 2021 County Veteran Service Fund Grant Resubmission. Passed by voice vote.

Agenda Item 11AO: Resolution 20-50 Establishing Rates for Criminal Indigent Defense Counsel

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to adopt Resolution 20-50 establishing rates for criminal indigent defense counsel. Passed by voice vote.

Agenda Item 11AP: Sheriff Contract for Police Services with Charter Township of East China

Moved by Commissioner Baldwin, supported by Commissioner Gratopp, to approve the agreement for law enforcement services with the Charter Township of East China for a term of 01/01/21 through 12/31/23 in the total amount of \$538,032. Passed 7-0.

Agenda Item 11AQ: Sheriff Contract for Police Services with Charter Township of Port Huron

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the agreement for law enforcement services with the Charter Township of Port Huron for a term of 01/01/21 through 12/31/23 in the total amount of \$2,551,443. Passed 7-0.

Agenda Item 11AR: 2021 Pension and Retiree Health Care Contribution Rates

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the pension contribution amount of \$5,359,604 with a 6% of eligible payroll contribution to the Health Care Trust Fund. Passed 7-0.

Agenda Item 11AS: Resolution 20-56 Supporting Line 5 Tunnel

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to adopt Resolution 20-56 supporting the Enbridge Line 5 Tunnel. Passed by voice vote.

Agenda Item 11AT: EGLE Grant Agreement – St. Clair/Macomb Coastal Birding Trail

Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve the grant agreement with the Michigan Department of Environment, Great Lakes and Energy for the development of the St. Clair/Macomb Coastal Birding Trail in the amount of \$32,890. Passed by voice vote.

Agenda Item 11AU: Contract Approval Request - Huron House, Inc.

Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve the Probation Residential Services Contract with the Huron House for a term of 07/01/20 through 06/30/23 in an amount not to exceed \$350,000. Passed 7-0.

Agenda Item 12-Administrator's Report

1. The Morgue renovation is close to complete. Health Inspection is required.
2. NACo has said that they believe that there could be an extension of the CARES Act funding.
3. The State's half of the Administration Building has been vacant for some time.
4. The contract for the Medical Examiner's office will be presented at the next meeting.
5. We are moving toward the upgrade of the jail cameras to digital.
6. Thank you to Commissioners Heidemann and Gratopp for their service.

Motion by Commissioner Gratopp, supported by Commissioner Heidemann to accept the Administrator's Report. Passed by voice vote.

Agenda item 13- Misc. Business

Thank you to Commissioners Gratopp and Heidemann for their service from all of the Commissioners.

Agenda Item 14 – Receive and File Packets:

Moved by Commissioner Gratopp, supported by Commissioner Heidemann, to receive and file packets that were sent to Commissioners, packets at their places and any other information presented. Passed by voice vote.

Agenda item 15-Adjournment

Moved by Commissioner Gratopp, supported by Commissioner Heidemann to adjourn. Passed by voice vote.

Appointment of Sergeant-at-Arms

Summary:

Appointments to Standing Committees

Summary:

Appointments/Board Committee Assignments

Summary:

Board of Commissioners By-Laws 2021 - 2022

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Proposed BOC By-laws for 2021 - 2022	12/30/2020	Cover Memo

ST. CLAIR COUNTY BOARD OF COMMISSIONERS'

BY-LAWS – 2021 - 2022

1. AUTHORITY

These rules are adopted by the Board of Commissioners of St. Clair County pursuant to Section 46.11 of the Compiled Laws of Michigan, as amended.

2. MEETINGS

- 2.1 At the first regular meeting in January of the odd numbered year the meeting shall be called to order by the County Clerk and if a quorum shall be present, a temporary Chairperson shall be chosen. The Board, so organized, shall be a majority of the members elected, elect for a term of office of two years one of their members as Chairperson by written or open ballot, who shall preside at all meetings of the Board during the term. Every Chairperson shall have power to administer an oath to any person concerning any of their duties, to issue subpoenas for witnesses and to compel their attendance in the same manner as prescribed by law. Following the election of the Chairperson the Board shall again by majority of members elected, elect for a term of two years one of their number as Vice-Chairperson by written or open ballot. In the absence of both the Chairperson and Vice-Chairperson, and assuming that a quorum is present, a temporary Chairperson shall be chosen by a majority vote of those members present, after the meeting is called to order by the County Clerk. The Board so organized shall comply with all applicable statutes including but not limited to the Open Meetings Act, and the Americans with Disabilities Act.
- 2.2 The Board shall meet in regular session on the third Thursday of each month at 6:00 P.M. except during the October Session when the Board shall meet at such times as provided by statute. Further, the Board may at its discretion alter its calendar during the summer months to allow for meetings to be held in local jurisdictions.
- 2.3 At any regular meeting, a regular meeting may be rescheduled or cancelled by a majority of the members elected or appointed. Prior to any regularly scheduled meeting a majority of the members elected or appointed may reschedule said meeting to a future date so long as not less than two days' notice is given of the new date.
- 2.4 A Special meeting can be called by a majority of the members elected or appointed upon 18 hours' notice to all such members per M.C.L.A. 46.10, or acted upon at a regular meeting by a majority of the members elected or appointed, or as set by Chairperson with notification as required.
- 2.5 Emergency Meetings – Emergency meetings of the Board of Commissioners may be held only with the approval of two-thirds of the members of the Board and only if delay would threaten severe and imminent danger to the health, safety, and welfare of the public. A meeting is defined as an emergency meeting only if it must be held before public notice as provided in Rule 3.3 can be given. The notice of an Emergency meeting must state why the County could not comply with the 18 hour notice requirement of the Open Meetings Act and the precise reason for the meeting.
- 2.6 Place of Meetings – Meetings of the Board of Commissioners shall be held in the chambers of the Board of Commissioners in the County Administration Building unless public notice of the meeting states a different location. Whenever the regular meeting place of the Board of Commissioners shall appear inadequate for members of the public to attend, the Chair may change

the meeting location to a larger facility in the County. A notice of such change shall be prominently posted on the door of the regular meeting place. The Clerk shall also give notice of the change in the meeting place on the St. Clair County website and in a newspaper if time permits.

- 2.7 Change in Schedule – Changes in the regular meeting schedule shall not be made except upon the approval of a majority of the members. In the event the Board shall meet and a quorum is not present, the Board, with the approval of those present, may adjourn the meeting to another time provided the proper notice to members and the public is given.

3. PUBLIC NOTICE OF MEETINGS

The County Administrator/Controller shall be responsible for providing proper notice for all meetings of the Board of Commissioners. Notice shall also be placed on the County's website. Such notice shall include, but not necessarily be limited to the following:

- 3.1 Regular Meetings – The Clerk and/or County Administrator/Controller shall post a notice within 10 days after the first meeting of the County Board in each calendar year indicating the date, time and place of the Board's regularly scheduled meetings.
- 3.2 Schedule Change – Whenever the Board shall change its regular schedule of meetings, the Clerk and/or County Administrator/Controller shall post a notice of the change within three days following the meeting in which the change was made.
- 3.3 Special and Emergency Meetings – If the Board shall schedule a special meeting under Rule 2.2 or an emergency meeting under Rule 2.3, the Clerk and/or County Administrator/Controller shall post a notice of such meeting immediately and no meeting, except emergency meetings shall be held until the notice shall have been posted at least 18 hours.
- 3.4 Notification to Media and Others – The Clerk and/or County Administrator/Controller shall notify, without charge, any newspaper or radio or television station of the Board's meeting schedule, schedule changes, or special or emergency meetings whenever such newspaper or radio or television station has filed with the Clerk a written request for such notice. The Clerk and/or County Administrator/Controller shall also notify other individuals or organizations of regular meeting schedules, changes in the schedule, or special and emergency meeting, but only upon their written request and agreement to pay the county for printing and postage expenses. The Clerk shall mail all such notices required by the rule by e-mail or first class mail.

4. QUORUM, ATTENDANCE, CALL OF THE COUNTY BOARD

- 4.1 Quorum – A majority of commissioners of the Board shall constitute a quorum for the transaction of ordinary business of the Board.

5. AGENDA FOR REGULAR MEETING

- 5.1 The County Administrator/Controller, after first reviewing pending matters and requests, shall prepare the agenda of business for all regularly scheduled commission meetings. Any commissioner, or Chair of a committee, Board, or other commission of the county desiring to place a matter on the agenda shall notify the County Administrator/Controller of such item by 12:00 p.m. on the Wednesday preceding the next regular meeting of the Board. Items not received by the stated deadline shall not be considered by the Board except upon consent of a simple majority of those present.

- 5.2 Agenda for Special Meetings – Whenever the Board shall be called into session pursuant to Rule 2.2.1, the agenda shall be included in the notice of the meeting and no other matter shall be considered except when all members are present and a majority concurs. Agenda for special meetings pursuant to Rule 2.24 shall be provided along with the notice of the meeting to the commissioners if time permits. At other times, the Chair shall declare the agenda upon the approval of a majority of the members there.
- 5.3 Distribution of Agenda and Materials – Upon the completion of the agenda, the Administrator/Controller's office shall immediately distribute copies of the agenda together with copies of reports, explanations, etc. that relate to the matters of business on the agenda. Commissioners shall be entitled to receive such materials no later than the Saturday preceding the next regular meeting. Agenda packets will be available via NovusAgenda on the Friday preceding the next regular meeting.
- 5.4 Order of Business – The Agenda will be arranged as follows:
1. Pledge of Allegiance
 2. Roll Call
 3. Additions/Deletions/Changes to the Agenda
 4. Approval of Agenda
 5. Minutes of Previous Meeting
 6. Proclamations
 7. Consent Agenda
 8. Reports of Standing and Special Committees
 9. Citizens Wishing to Address the Board*
 10. Updates
 11. Unfinished Business
 12. New Business
 13. Administrator/Controller's Report
 14. Miscellaneous Business
 15. Receive and File Packets
 16. Adjournment

Such business shall be called by the Chairperson with no deviation from the prescribed order, and no other subject will be introduced for the consideration of the Board without suspension of this rule by consent of two-thirds of the members present.

* Note Citizens will be limited to three minutes, unless prior arrangements have been made with County Administration or Board of Commissioner Chairperson.

6. CONDUCT OF MEETINGS

- 6.1 Chair – The persons elected Chair of the Board of Commissioners in the first meeting of the new term of the Board of Commissioners shall preside at all meetings of the Board. In the absence of the Chair the person elected Vice-Chair shall preside. If neither the Chair nor the Vice-Chair is present, the Clerk shall preside until the commissioners present elect a Temporary Chair to preside.
- 6.2 Form of Address – Board members wishing to speak shall first obtain the approval of the Chair and each person who speaks shall address the Chair. Other persons at the meeting shall not speak unless recognized by the Chair. Each Commissioner will be given the opportunity to speak two (2) times on any one agenda item during discussion. Commissioners will limit their comments to no more than five minutes on any one agenda item.

- 6.3 Disorderly Conduct - The Chair may call to order any person who is being disorderly by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such person shall thereupon be seated until the Chair shall have determined whether the person is in order. If a person so engaged in presentation shall be called out of order, he or she shall not be permitted to speak further at the same meeting except upon special leave by the Board of Commissioners. If the person shall continue to be disorderly and to disrupt the meeting, the Chair may order the sergeant-at-arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

7. RECORD OF MEETINGS

- 7.1 Minutes and Official Records – The County Clerk or designee shall be clerk of the Board and shall be responsible for maintaining the official record and minutes of each meeting of the Board as outlined in Article 3. The minutes shall include all the actions and decisions of the Board with respect to substantive (non-procedural) motions. The minutes shall include the names of the mover and seconder and the vote of the Board. The record shall also state whether the vote was by voice or by roll call; and when by roll call, the record shall show how each member voted or abstained from voting. Members may abstain from voting due to a conflict of interest and if the remaining members of the Board recognize this conflict of interest. The record of the meeting will specifically indicate the reason for abstention.

The Clerk shall maintain in the office of the clerk, copies of each resolution and ordinance or other matter acted upon by the Board. The official minutes, however, may refer to those matters by an identifying number and the descriptive title of the ordinance, resolution, or other matter.

- 7.2 Record of Discussion – The Clerk shall not be responsible for maintaining a written record or summary written record of the discussion or comments of the Board members nor of the comments made by members of the public. The digital video recording of each meeting of the Board of Commissioners shall serve as the official record of the meeting and each such recording shall be maintained for a period of not less than six months following the date of the meeting. Thereafter, the recording may be erased unless the recording shall be pertinent to any legal proceeding then underway, pending, or reasonably anticipated.
- 7.3 Requests for Remarks to Be Included – Any commissioner may have his or her comments printed as part of the record upon the concurrence of a majority of the other members. Such comments to be included in the record shall be provided in writing by the member or transcribed exactly by the Clerk from the digital recording.
- 7.4 Public Access to Meeting Records – The Clerk shall make available to members of the public the records and minutes of the Board meetings, in accordance with the Freedom of Information Act. Board minutes, prepared but not approved by the Board, shall be available for public inspection not more than eight business days following the meeting. Minutes approved by the Board shall be available within five business days of the meeting at which they were approved. The Clerk shall also promptly mail copies of minutes to persons who have subscribed and paid the fee therefore as determined by the Board of Commissioners.
- 7.5 Publication of minutes – Immediately following each meeting, the Clerk shall prepare a synopsis of the meeting and following approval of the Board Chair, publish the synopsis on the County website and make available at the County Clerk's Office.
- 7.6 The Chair may in his/her absence appoint a designee to sign official communications and documents, if the Vice-Chair will not be available.

8. COMMITTEES

- 8.1 The Board will meet as a committee of the whole on the 1st Thursday of each month, beginning at 6:00 P.M. to discuss any matter that a majority of the members desire.

Discussion and decisions of the committee of the Whole meeting will focus on matters pertaining to at least the following four (4) Standing Committees:

1. Ways and Means
 2. Human Services
 3. Judiciary/Public Safety
 4. Environmental/Public Works
- 8.2 A Chairperson for each Committee and a Sergeant-at-Arms shall be appointed by the Chairperson of the Board of Commissioners for a term of two (2) years at the bi-annual organizational meeting or at the meeting next following.
- 8.3 The Chairperson of the Board of Commissioners shall have the right to appoint in writing, special committees for specific purposes, with the consent of a majority of the members elected or appointed, but such committees' functions shall not be permanent, and their authority shall cease when their work has been accomplished and their reports submitted to the full Board. Written or oral reports of such special and standing Committees shall be provided to the Board members within 30 days of their meetings.
- 8.4 The Chairperson of the Board shall chair the meeting of Committee of the Whole in the absence of the Chairperson of such Committee. The Committee of the Whole shall thoroughly investigate any matter referred to it by the Board or Board Chair and shall report in writing its findings to the Board without undue delay. Upon the motion of any Board member, and approval by a majority of the Board, the Board may discharge a committee from further consideration of any matter.
- 8.5 Committee Meetings – A majority of the members of a committee of the whole shall constitute a quorum. Each committee that does not consist of a majority of the Board of Commissioners may decide by majority vote whether its meeting shall be open to the public. Any committee consisting of a majority of the Board shall comply with the provisions of the Open Meetings Act and Americans with Disabilities Act.
- 8.6 Each Committee shall maintain a written record of its meetings and shall deliver such record to the Clerk or secretary to the Board. The Clerk or Board secretary shall maintain a separate file for each committee. The record of each committee meeting shall include at least the following: date and place of the meeting, members attending, and the vote of each on any action relating to an ordinance, resolution, appointment or election of an officer that the committee has approved. Committee votes on other matters must be included as part of the meeting record upon the demand of one-third of the members. Such meeting record shall constitute a public record in the meaning of the Freedom of Information act, and shall be made available to any person as required by law.
- 8.7 Motions recommended for final action by the Board of Commissioners shall take precedence in the same order as analogous motions in the meetings of the Board of Commissioners.
- 8.8 The Committee of the Whole recesses and moves to full Board, with vote of 2/3 members present (5) to vote on a motion for final adoption. Any issues to be taken up for final approval, the presenter or requester must provide written documentation regarding the issue, 3 days prior to the meeting.

- 8.9 A two-thirds vote of the members elected or appointed is necessary to abolish the Committee of the Whole System.
- 8.10 In order to add an item to the agenda or to forward a motion to the full Board, it will require a simple majority of those present.

9. CLOSED SESSION

- 9.1 The vote to hold a closed session shall be recorded in the minutes of the meeting at which the decision was made.
- 9.2 Two-thirds Vote – The Board of Commissioners may meet in closed sessions, closed to members of the public, upon the motion of any member and roll call approval by two-thirds of the members for the following purposes:

To consider the purchase or lease of real property, up to the time an option to purchase or lease that property is obtained.

To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the county Board.

To review the specific contents of an application for employment to a county position which the applicant requests remain confidential. Whenever the Board meets to interview an applicant, it shall be in open session.

- 9.3 Other Reasons – The Board may also meet in closed session for the following reasons without the requirement of a two-thirds vote:

To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent if the named person requests a closed hearing. If the person rescinds his/her request for a closed hearing the matter at issue shall thereafter be considered only in open public meeting.

To consider strategy connected with the negotiation of a collective bargaining agreement.

To review a written opinion with legal counsel.

- 9.4 Minutes – At each closed session the Clerk shall take the minutes and keep a separate record. This record shall not be disclosed to the public except upon court order. The Clerk may destroy the minutes after one year and one day have passed following the approval of the minutes of the meeting at which the Board approved the closed session.

10. MOTIONS AND RESOLUTIONS

- 10.1 Statement by Chair. Motions and Resolutions – No motion or resolution shall be adopted until the motion is stated by the person chairing the meeting. All motions except procedural motions and resolutions may be required to be in writing upon the demand of any member. A request to recess for the purpose of writing out a motion or resolution shall be in order.
- 10.2 Rank of Motions – Whenever a question is being considered, no motion of a lower rank shall be made to:

Set the time for next meeting

Adjourn

Recess

Raise a point of privilege
Call for order of the day
Clear the Floor
Table a Motion
Vote immediately (close debate)
Limit/extend debate
Postpone to a definite time
Refer to a committee
Amend the main motion
Postpone indefinitely

- 10.3 Non-debatable Motions – The motions to fix the time of the next meeting, adjourn, recess, point of privilege, call for orders of the day, to clear the floor, to table, vote immediately, limit or extend debate shall be ordered and voted upon without debate.

10.4 Procedural Motions

10.4.1 Motion to reconsider – The motion to reconsider shall be in order on any question the Board has decided, but no question shall be reconsidered more than once. The motion to reconsider shall be in order on the same day as the vote to be reconsidered was taken and in the next regular meeting following. The Motion to reconsider shall be moved only by a member who voted with the prevailing side. A motion to reconsider a motion to amend shall not be in order if the main question has been voted upon. If the Board has adopted a motion to reconsider, however, motions to amend shall be in order.

10.4.2 Motion to clear the floor – This motion may be made by the Chair at any time the Chair believes that procedural matters have become sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all procedural motions as though they have been withdrawn. The motion shall not be subject to debate, nor, if adopted, to reconsideration.

10.4.3 Temporary suspension of the rules – These rules may be suspended temporarily at any time by majority vote of the members present to achieve any legal objective of the Board in a legal manner.

10.4.4 Appeal rulings of the Chair – Any Commissioner may appeal the ruling of the Chair. On all appeals receiving a second, the question shall be, "Shall the decision of the Chair stand as the decision of the county Board?"

11. VOTING

11.1 Whenever a question is put by the Chair, every commissioner present shall vote on the question. No member present shall abstain from voting "yes" or "no" unless excused by a majority of those present.

11.2 Roll call votes – The names and votes of commissioners shall be recorded on Board actions to adopt ordinances and resolutions and the appointment or election of officers and monetary matters. A roll call vote shall be taken on other motions and actions at the request of any member of the Board of Commissioners.

11.3 Votes Required – Procedural and other questions arising at a meeting of the Commissioners, except for those decisions required by statute to have a higher majority, shall be decided by a majority of the members present. A majority of the members elected and serving, however, shall be required for final passage or adoption of a measure, resolution, or the allowance of a claim.

12. PARLIAMENTARY AUTHORITY

Robert's Rules of Order (Newly Revised) shall govern all questions of procedure not otherwise provided by these rules or by state or federal law. The legal counsel to the Board shall serve as the Board's parliamentarian and shall advise the Board Chair regarding rules of procedure.

13. INTRODUCTION AND ADOPTION OF ADMINISTRATIVE RESOLUTIONS

13.1 Definition – Any action regarding the operation or administration of a department of the county government or containing policies of the Board of Commissioners applicable to one or more departments of the county, and not adopted as an ordinance, shall be declared administrative policy.

13.2 Introduction – Any Commissioner may introduce any administrative resolution at any regular or special meeting of the Board of Commissioners in the regular order of business.

13.3 Order for Consideration – The regular order for consideration of proposed administrative resolutions shall be:

Introduction, first reading by title, and reference to the appropriate committee, as determined by the Board Chair.

Report by the committee considering the proposal and placement on the agenda under pending business-adoption of resolutions.

Final Consideration and vote.

13.4 Form – Each Administrative Resolution shall conform to the form required for introduction and adoption.

13.5 Committee Review – The Chair of the Board of Commissioners shall refer all proposed administrative resolutions to an appropriate committee of the Board. The committee shall review the proposal and invite affected departments of the county to comment and state any objections they may have. The committee, in its report, shall include a summary of the comments and objections to the resolution.

13.6 Adoption – The Board of Commissioners may adopt the committee recommendation or refer it back to the committee of the whole where further consideration and amendments may be made. A majority of the Commissioners elected and serving shall be required for adoption.

13.7 Notification – Upon the final adoption of an administrative resolution the County Administrator/Controller shall notify each county department head of the Board action. Such notification shall be by title or summary. The County Administrator/Controller shall make available a copy of the full administrative resolution.

13.8 Record of Administrative Resolutions – The Clerk shall keep a copy of each administrative resolution of the Board in a separate file or book. The record of each administrative resolution shall provide the date of adoption, the record vote of each Commissioner, and any amendments thereto adopted by the Board.

14. CONFLICT OF INTEREST STATEMENT

14.1 A Commissioner shall not be interested directly or indirectly in a contract or other business transaction with the County, or a Board, office or commission, thereof, during the time for which (s)he is elected or appointed, nor for one year thereafter, unless the contract for the transaction has

been approved by two-thirds of the members of the County Board of Commissioners and so shown on the minutes of the Board. Any Commissioner who has an interest in a contract or other business transaction with the County shall abstain from discussion or vote on the matter.

15. APPOINTMENT TO BOARDS AND COMMISSIONS

- 15.1 Nominations to fill vacancies which may occur on the various Boards and Commissions should be made as soon as administratively possible at a regularly scheduled meeting. Elections will take place at the subsequent regularly scheduled meeting. If only one person is nominated the election may take place at the same meeting.
- 15.2 Any person appointed to a Board or commission to represent a specific district (as per maps, etc.) must reside in said district. If the individual moves from said district during his/her term, the person is deemed ineligible to remain on said commission, and the seat should be determined vacant. The person shall resign immediately assuring the district will have a residing representative.

16. BYLAW CHANGES

No Bylaw of this Board shall be changed without a written notice of such intention to change having been made to all members of the Commission at least fifteen (15) days prior to the meeting at which the intended change is to be planned. It shall require the approval of a majority of the elected or appointed members of the Board to effect a change.

17. RATIFICATION OF BY-LAWS

These By-Laws shall be ratified in January of the odd year. These rules shall be ratified by a majority of the appointed or elected members of the Board.

Medical Examiner Operations

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	01-07-21 Memo re Medical Examiner total operations Agm - Michigan Forensics	12/14/2020	Cover Memo
📎	MIForensics_SCC_Contract	12/14/2020	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY A. HEPTING, CPA
Administrator/Controller

MEMO

To: St. Clair County Board of Commissioners
From: Karry A. Hepting
Date: January 7, 2021
Re: Medical Examiner Operations

As you may be aware, the Administrator/Controller's Office has been evaluating the operations of the County Medical Examiner's Office and looking to make some changes in order to enhance the services provided. We've been in discussion with Dr. Spitz and have come to an agreement.

We are looking to contract with Michigan Forensics, PLLC for the term of February 1, 2021 through December 31, 2023. Via the attached agreement, the Board of Commissioner's appointment of Dr. Daniel Spitz shall continue and Michigan Forensics shall employ Dr. Spitz as Chief Medical Examiner for the duration of the agreement. Michigan Forensics shall be responsible for the entire operations and ancillary services provided for the Medical Examiner's Office, as outlined in attached agreement.

The County shall lease the Chief Forensic Investigator/Office Manager to Michigan Forensics until such time as that position is vacated and the position is transferred. The County Medical Examiner's office would remain a County department, including all records and equipment, but would be operated by Michigan Forensics.

Recommendation: We respectfully request the Board of Commissioners approve the Independent Contract with Michigan Forensics, PLLC for the period of 02/01/2021 thru 12/31/2023 to run the operations of the County Medical Examiners in an amount not to exceed \$1,668,937.78 for the three year term in accordance with the attached agreement.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of January, 2021, by and between ST. CLAIR COUNTY (the "County"), 200 Grand River Avenue, Suite 203, Port Huron, Michigan 48060 and DANIEL SPITZ ("Dr. Spitz") and the MICHIGAN FORENSICS, PLLC ("Michigan Forensics"), 34051 S. Gratiot, Suite 202, Clinton Township, Michigan 48035.

Recitals

- A. Pursuant to MCL §52.201 et. seq.(the "Medical Examiner's Act") the County is required to appoint a Medical Examiner. The appointed Medical Examiner performs the duties set forth in the Medical Examiner's Act generally including the determination of the cause and manner of death of individuals set forth in Section 2 of the Medical Examiner's Act. The position of County Medical Examiner is currently occupied by Dr. Spitz. Dr. Spitz has agreed to continue in the appointed position of County Medical Examiner for the term of this Agreement.
- B. The County Medical Examiner uses various employees, contractors, consultants, lab services, supplies and vehicles, among other things, in the performance of the duties of the County Medical Examiner. Michigan Forensics has agreed to provide all of the ancillary services and pay all of the expenses for the operation of the County Medical Examiner's Office including the compensation paid to Dr. Spitz. As a result, the parties are entering into this Agreement under which Michigan Forensics will be paid by the County for the services rendered by Dr. Spitz and all of the ancillary services and expenses incurred for the operation of the County Medical Examiner's Office.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Recitals. The Recitals set forth above are a substantive part of this Agreement.
- 2. Definitions.
 - a) County Medical Examiner Facility. The Medical Examiner Facility is the space leased by the County at McLaren Hospital Port Huron which is used exclusively for the operations and morgue of the County Medical Examiner and McLaren Port Huron. The Medical Examiner Facility includes technical and office equipment, furniture, displays, fixtures and other personal property.
 - b) Medical Examiner. Dr. Daniel Spitz as employed with Michigan Forensics.

- c) Medical Examiner Services. Michigan Forensics with Daniel Spitz acting as Medical Examiner shall provide all services required of a County Medical Examiner's Office as conducted or required in St. Clair County including but not limited to the following:
- a) The determination of the cause of death in certain cases as set forth in the Medical Examiner's Act;
 - b) The administration of the St. Clair County Medical Examiner's Office;
 - c) Providing consultation services to the St. Clair County Sheriff's Department, other police departments located within St. Clair County and the St. Clair County Prosecutor's Office;
 - d) Providing testimony by a qualified individual in criminal cases when required by the St. Clair County Prosecutor;
 - e) Employing such forensic investigators, autopsy assistants, transport staff, clerical staff or any other staff as needed to provide the services necessary to operate the St. Clair County Medical Examiner's Office;
 - f) Provide death scene investigations between the hours of 6:00 p.m. and 6:00 a.m. seven days per week and 24 hour on-call investigator coverage for police investigation reports and for reporting of hospital and hospice deaths;
 - g) Providing all consultation services as needed including, by way of example, forensic dental support, anthropology, radiology and neuropathology;
 - h) Provide forensic toxicology services using a licensed and accredited forensic toxicology laboratory;
 - i) Maintain the County's Mass Facility Plan in consultation with the Health Department Medical Health Officer;
 - j) Maintain detailed records of all cases and coordinate with the delivery of said data to the Health Department as requested; and
 - k) Provide information to the Administrator/Controller and/or Board of Commissioners of the County as requested pertaining to death investigations or other related activities occurring within the St. Clair County Medical Examiner's Office.

3. Term. The term of this Agreement shall be from February 1, 2021 through December 31, 2023 unless terminated earlier pursuant to the provisions of this Agreement.
4. Dr. Spitz. Pursuant to the Medical Examiner's Act, Dr. Spitz as an employee of Michigan Forensics is hereby appointed by the St. Clair County Board of Commissioners as the St. Clair County Medical Examiner. At all times relevant to this Agreement, Dr. Spitz shall be an employee of the Michigan Forensics and Dr. Spitz and the Michigan Forensics shall determine the means and methods of providing the Medical Examiner Services as provided for in this Agreement. Dr. Spitz shall have the right to appoint Assistant Medical Examiners to provide Medical Examiner Services. Any Assistant Medical Examiners shall be employed by Michigan Forensics. Dr. Spitz and any Assistant Medical Examiners who perform services under this Agreement shall be licensed by the state of Michigan, shall perform all of the Medical Examiner Services consistent with the standard of care for medical examiners and consistent with the guidelines set forth by the National Association of Medical Examiners. Dr. Spitz is board certified in forensic pathology by the American Board of Pathology and Anatomic Clinical and Forensic Pathology. Dr. Spitz shall at all times during the Term maintain his board certifications. Dr. Spitz's Employment Agreement with the County shall terminate on January 1, 2021, and thereafter Dr. Spitz shall be employed by Michigan Forensics.
5. Performance of Services. At all times during the Term, Michigan Forensics shall determine the means, methods, time and the personnel who shall perform the Medical Examiner Services as provided for under this Agreement. Michigan Forensics shall be solely responsible to supervise and direct all of the personnel it employs to perform the Medical Examiner Services as set forth in this Agreement. As part of the compensation to Michigan Forensics, the County has agreed to the following:
 - a) Michigan Forensics and Dr. Spitz shall be entitled to use the County Medical Examiner Facility to perform the County Medical Examiner Services as provided for in this Agreement.
 - b) Michigan Forensics shall be permitted to use the capital equipment located at the Medical Examiner Facility including, by way of example, computers, printers, telephones, office furniture, autopsy carts, body trays, freezers, refrigerators and storage racks. Based upon the parties estimate of the additional useful life of the equipment and ownership going forward, the parties have agreed that the cost to replace existing equipment will require new equipment under \$2,500.00 shall be split 50/50 between the County and Michigan Forensics. The replacement/additional equipment shall be owned by the County. Any single capital expenditure of \$2,500.00 or above shall be paid for by the County and the capital equipment purchased by such expenditures shall remain owned by the County. Since the parties are contributing to the purchase of capital equipment

such purchases shall be mutually agreed upon by the County and Michigan Forensics.

- c) The consumables, including but not limited to office, medical and cleaning supplies, on site in the County Medical Examiner's Office may be used by Michigan Forensics and after such consumables are used Michigan Forensics shall be solely responsible to purchase whatever consumables are necessary to perform Medical Examiner Services as provided in this Agreement. Upon the expiration of the Term or upon an earlier termination as provided for in this Agreement, Michigan Forensics shall leave an inventory of consumables in an amount similar to what was received upon the commencement of the Term.
 - d) Michigan Forensics shall continue to receive the benefit of the courtesy services provided by McLaren Hospital Port Huron, including x-ray services, laboratory services (not including toxicology), bio-hazard disposal, utilities, housekeeping services and laundry services.
 - e) The County shall continue to provide technical support and maintenance on the County's network for information storage pertaining to the Medical Examiner's Office, including but not limited to, computers, printers, and back-up data.
 - f) County shall provide Michigan Forensics with the necessary financial support and resources necessary in the event of a mass fatality incident for any single incident that exceeds 5 or more deaths within St. Clair County and requires the services of the St. Clair County Emergency Management.
 - g) The County shall transfer ownership of the 2012 Dodge Ram Cargo Van to Michigan Forensics for a credit against its first payment under this Agreement of \$5,345.00.
6. Employees Providing Services. Michigan Forensics shall be the employer of all employees, including Dr. Spitz, who are providing services under this Agreement with the exception of the Chief Forensic Investigator/Office Manager whose services shall be provided to Michigan Forensics under an Employee Leasing Agreement. Michigan Forensics shall be solely responsible to manage and direct all of the employees of Michigan Forensics and the Chief Forensic Investigator/Office Manager.
7. Compensation. For the services provided under this Agreement Michigan Forensics shall be paid the sum of \$541,731.00 annually less a credit of \$5,345.00 for transfer of ownership of the Dodge Ram Cargo Van and less the employee leasing charge of \$106,755.00 in year one of the agreement for the Chief Forensic Investigator/Office Manager. The annual sum shall be prorated to reflect the start date. The employee

leasing amount shall be adjusted annually to reflect the actual cost of said employee. The amount paid for contract services shall be paid in advance in equal monthly payments. The employee leasing shall be deducted monthly from the payments to Michigan Forensics in the monthly amount of \$8,896.25 in year one of the agreement. The compensation paid to Michigan Forensics for the 2022 and 2023 calendar years shall be increased by 2.5% and 3%, respectively, and shall be reduced by the cost of the Chief Forensic Investigator/Office Manager under the Employee Leasing Agreement. The County employee who is the Chief Forensic Investigator/Office Manager is continued to be employed by the County and provided to Michigan Forensics under an Employee Leasing Agreement due to the inability of the County to transfer such employee's pension benefits to an outside employer. Upon retirement or separation of Chief Forensic Investigator/Office Manager with the County, the employee lease shall terminate without further action by the parties and the annual compensation paid to Michigan Forensics shall be reduced by \$29,150, which reflect the ongoing healthcare and retirement obligation of the County.

8. Early Termination. Dr. Spitz and Michigan Forensics shall have the right to terminate this Agreement upon giving the County not less than six months advance notice of such termination (the "Termination Notice"). Upon the County's receipt of the Termination Notice, the parties shall meet to discuss and agree upon a winding down process, the payment of charges during the winding down process, whether Dr. Spitz will continue on as Medical Examiner, the transition and similar matters. The agreement on the transition issues shall be resolved within 60 days of the County's receipt of the notice of termination.
9. Independent Contractor. At all times during the Term Dr. Spitz and Michigan Forensics shall be independent contractors performing the services agreed upon under this Agreement. Nothing in this Agreement shall be construed as establishing a partnership or joint venture between the County and Dr. Spitz/Michigan Forensics.
10. Records and Reports. Michigan Forensics shall keep full and accurate records relating to its activities and services and the services rendered under this Agreement consistent with the operation of a Medical Examiner's Office and consistent with generally accepted accounting principles. Pursuant to the Medical Examiner's Act, all records relating to Medical Examiner's Services and any cases involving the Medical Examiner shall remain the property of the County, shall be available for inspection by the County and shall be returned to the County upon the termination of this Agreement. To the extent provided for by law, the records and reports referred to in this paragraph shall be considered public records under the Michigan Freedom of Information Act.
11. Michigan Forensics Indemnification and Insurance Requirements.

The following Indemnification provisions shall apply to the parties:

- a) Michigan Forensics shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Michigan Forensics or its Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- b) The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Michigan Forensics' insurance is disputed by the insurance company, the Michigan Forensics shall indemnify the County for all claims asserted against the County and if the insurance company prevails, Michigan Forensics shall indemnify the County of non-collectible accounts.
- c) Michigan Forensics shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- d) Michigan Forensics shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

The following Insurance provision shall apply to the parties:

- a) At all times during this Agreement, Michigan Forensics shall obtain and maintain insurance according to the specifications indicated in Appendix A.

12. General Terms and Conditions. The general terms and conditions that shall apply to this Agreement are as follows:

- a) County Right to Suspend Services. Upon written notice, the County may suspend performance of this Agreement if Michigan Forensics has failed to comply with Federal, State, or Local laws, or any requirements contained in this Agreement. The right to suspend services is in addition to the County's right to terminate and/or cancel this Agreement. The County shall incur no penalty, expense, or liability to Michigan Forensics if the County suspends services under this Section.
- b) No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be

subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.

- c) Compliance with Laws. Michigan Forensics shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement.
- d) Permits and Licenses. Michigan Forensics shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by the County, Michigan Forensics shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Agreement.
- e) Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Michigan Forensics shall identify any Michigan Forensics Employee or relative of Michigan Forensics' Employees who are presently employed by the County. Michigan Forensics shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Michigan Forensics.
- f) Delegation/Subcontract/Assignment. Michigan Forensics shall not delegate, assign, or subcontract any obligations or rights under this Agreement without the prior written consent of the County.
 - i. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or subcontract.
 - ii. Any assignment, delegation, or subcontract by Michigan Forensics and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Agreement.
 - iii. Michigan Forensics shall remain primarily liable for all work performed by any subcontractors. Michigan Forensics shall remain liable to the County for any obligations under the Agreement not completely performed by any Michigan Forensics delegate or subcontractor.
 - iv. Should a subcontractor fail to provide the established level of service and response, Michigan Forensics shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a

competent subcontractor shall be the sole responsibility of Michigan Forensics.

- v. This Agreement cannot be sold.
- vi. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, the County may declare this Agreement null and void.
- g) No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- h) Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Michigan Forensics' promise to indemnify or hold the County harmless is found illegal or invalid, Michigan Forensics shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- i) Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- j) Notices. Notices given under this Agreement shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

If notice is sent to Michigan Forensics, it shall be addressed to:

Michigan Forensics, PLLC

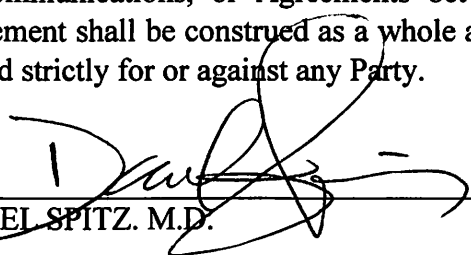
Attn: Dr. Daniel Spitz
34051 S. Gratiot, Suite 202
Clinton Township, MI 48035

If notice is sent to the County, it shall be addressed to:

County of St. Clair, Michigan
Attn: Administrator/Controller
200 Grand River, Suite 203
Port Huron, MI 48060

Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- k) Agreement Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Michigan Forensics Employee and by the same person who signed the Agreement for the County or other County Agent as authorized by the County Administrator/Controller.
- l) Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 31st Circuit Court of the State of Michigan. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
- m) Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, or Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.



DANIEL SPITZ, M.D.

MICHIGAN FORENSICS, PLLC

By: _____

DANIEL SPITZ, M.D. authorized agent

Dated: _____

12/10/2020

ST. CLAIR COUNTY

By: _____

KARRY A. HEPTING

Its: Administrator/Controller

Dated: _____

Contract Approval Request - Catholic Charities of Southeast Michigan - 2021 Senior Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	CCSEM Memo	12/18/2020	Cover Memo
	Catholic Charities Contract	12/18/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Catholic Charities of Southeast Michigan (CCSEM) – 2021 Contract for Services

The Commission on Aging approved the contract amount for CCSEM at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with CCSEM.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Blue Water Safe Horizons in the amount not to exceed \$165,180.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – NOT TO EXCEED \$165,180.00

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	Catholic Charities of Southeast Michigan 2601 13 th Street Port Huron, MI 48060 (herein, the "Contractor")
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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



COUNTY OF ST. CLAIR



1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be January 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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

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



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number (PO#10615).
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.

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

§ 7. GENERAL TERMS AND CONDITIONS



COUNTY OF ST. CLAIR



- 7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- “CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.



COUNTY OF ST. CLAIR



- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.



COUNTY OF ST. CLAIR



- 7.13. Delegation/Subcontract/Assignment.** Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14. Non Exclusive Contract.** No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15. No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise



COUNTY OF ST. CLAIR



to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:

Catholic Charities of Southeast Michigan
Attn: Kim Burdick, Assistant Director of Behavioral Services
2601 13th Street
Port Huron, MI 48060

7.18.2. If notice is sent to the County, it shall be addressed to:

County of St Clair, MI
Attn: Senior Citizen Millage Administrator
200 Grand River, Ste. 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

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

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



COUNTY OF ST. CLAIR



- 7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR THE CONTRACTOR:

BY: Kim Burdick
Kim Burdick, Director – Behavioral Services

DATE: 12/16/20

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

Service Component/ Program Description:

The Older Adult Counseling Program at Catholic Charities of Southeast Michigan - St. Clair County provides mental health counseling and case management services to adults, sixty (60) years and older, who reside in St. Clair County. We offer clinical services to those who are experiencing psychological problems, traumatization or those whose social well-being is impaired by a significant life change or crisis. The program works to assist the individual with life changes such as loss of a significant other person, grief process, coping with chronic illness, marital and family problems, retirement adjustment, economic stresses, housing changes, abuse and neglect, isolation, and/or abuse of alcohol or medications. The program also works with adult children and/or caregivers of older adults who need education and support to cope with the issues of the aged family member.

The millage funds are used to provide counseling services to those older adults whose income falls below the poverty level (defined by poverty income guidelines provided by the census bureau). Within this category, participants are identified as frail, isolated, hard to serve, handicapped and/or minority. The older adult clients are not charged for this service; however, any insurance is billed before millage funds are used, and donations are encouraged.

Referrals for this program come from the client/participant directly, physicians, nursing homes, clergy, family members, and other community agencies. The clinician assesses the client's overall needs as well as any needs of the caregiver or family member. A treatment plan is then established that addresses the presenting problems and what will most efficiently resolve the overall issues (i.e. short-term individual counseling, group or family counseling, support group, coordination / case management with other agencies, advocacy).

The Older Adult Program at CCSEM continues to grow each year providing more sessions than the year before. With the COVID-19 Outbreak, and the shelter in place order, CCSEM was able to quickly transition to Telehealth Therapy, providing services via the internet or over the telephone depending on the client's situation. When the shelter in place order was lifted, CCSEM reopened the office slowly, offering in office services to clients who wished to be seen and eventually home visits were restarted. CCSEM has also in the process of transitioning to a new Electronic Case Record system.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

To submit invoices at least monthly/quarterly for units of services provides in an amount not to exceed **\$165,180.00**, as outlined below:

CATHOLIC CHARITIES OF SOUTHEAST MIGHIAN	2021 Budget
Counseling	\$165,180

Mutually agreed upon benchmarks shall be provided with each invoice.



COUNTY OF ST. CLAIR



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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

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

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material



COUNTY OF ST. CLAIR



Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.

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

Proof of Insurance Coverage

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

Please direct all questions or inquiries
relative to contractor insurance requirements to:
Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: lparent@stclaircounty.org

Contract Approval Request - Council on Aging - Senior Services

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 01-07-21 COA contract to BOC	12/16/2020	Cover Memo
📎 Council on Aging_Contract	12/16/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Council on Aging Inc. Serving St. Clair County (COA) – 2021 Contract for Services

The Commission on Aging approved the contract amount for COA at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with COA.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Council on Aging Inc. Serving St. Clair County in the amount not to exceed \$4,029,349.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – NOT TO EXCEED \$4,029,349.00

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	THE COUNCIL ON AGING INC SERVING ST. CLAIR COUNTY 600 Grand River Avenue Port Huron, MI 48060 (herein, the "Contractor")
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be January 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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

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

4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as



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defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number (PO#10623).
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall



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not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.

- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.



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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.

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

§ 7. GENERAL TERMS AND CONDITIONS



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- 7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- “CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.



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- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.



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- 7.13. Delegation/Subcontract/Assignment.** Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14. Non Exclusive Contract.** No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15. No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise



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to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:
The Council on Aging Inc. Serving St. Clair County
Attn: Scott Crawford, Executive Director
600 Grand River Avenue
Port Huron, MI 48060

7.18.2. If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Senior Citizen Millage Administrator
200 Grand River, Ste 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

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

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



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- 7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR THE CONTRACTOR:

BY: Scott Crawford
Scott Crawford, Executive Director

DATE: 12-10-2020

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

All services are for St. Clair County resident seniors 60 years of age and older only.

Council on Aging- Senior Nutrition

Balanced nutritious meals are one of the most crucial services provided to keep a senior independent in their own home. For those seniors who are mobile and able to get out, one of our seven congregate meal sites provide a safe welcoming setting to share a meal and socialize with others. For those seniors who are home bound our Senior Nutrition Program provides a nutritious hot meal delivered right to their door. With this program not only are the nutritional needs of the senior being met, but the drivers become a safety net as they will make sure that the isolated senior is ok before leaving the meal. Our nutrition program also has the option of delivering liquid meal supplements such as Ensure to seniors with a prescription written from their physician. We also provide meals on three different holidays that are delivered by volunteers, the holidays include Christmas, Thanksgiving and Easter.

The congregate meal program is open to all county seniors. To qualify for the home delivered meals you must be a senior who is considered home bound or unable to prepare adequate meals for yourself.

Council on Aging- Transportation

Our fleet of handicapped accessible low floor busses provide door to door transportation throughout St. Clair County. We are the only county wide transportation service in 'this county, where 20 out of 23 townships and seven out of 8 cities do not have any form of public transit. The service is crucial in assisting seniors in getting to appointments and running needed errands.

One of the keys for independence is being able to get to where it is you need to go. Senior Transportation enables a senior 'to remain independent by providing them with transportation to and from doctors' appointments, chemotherapy or dialysis, shopping or just visiting and participating in social activities.

All our services together create a network that allows a senior to remain active and independent in their own home for as long as possible. Transportation would be ranked second behind nutrition. Without transportation to such things as dialysis, or cancer treatments or regular doctors' appointments a senior would most likely not be able to live on their own.

Council on Aging - Personal Care/Homemaker

Personal Care service is provided to seniors in their homes who require assistance with their activities of daily living. Our staff assist some of our trailer seniors to stay in their homes by assisting them with transferring out of bed in the morning and then back in at night, assistance with toileting, bathing/grooming, dressing and ambulation. They also assist with meals, both preparing and feeding.



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The Homemaker service is vital to those seniors who have a strong desire to remain independent but are unable to perform routine household chores. It may be used exclusively or in conjunction with other services to maintain a safe and comfortable quality of life. The service provides light housekeeping, laundry, grocery shopping as well as light meal preparation. A plan of services is created for each client by the Resource Advocate and reevaluated every six months.

This program allows some of our more frail seniors the ability to remain in their own homes with assistance. This service combined with others such as home delivered meals and our senior transportation keep them in their homes where they want to be instead of a nursing home.

Council on Aging – Community Liaison (formerly Information and Referral and Resource Advocacy)

This service is provided in the privacy of an office or the home of the senior. Referrals are made to the community Liaison when Information and Referral has been called by a senior, family member, neighbor, hospital, church other agency, etc. Upon receiving a referral, the Community Liaison will make an initial contact with the senior within forty-eight hours if not sooner. In most cases a home visit ensues, and the worker assesses the full range of needs, makes the senior aware of available services, and discusses the various alternatives to his or her problems. This enables the senior to choose a solution that meets his or her needs most appropriately.

Alternatives may be any of the many CoA services and/or those of other agencies or organizations. The Community Liaison then completes follow up with the senior to make sure the help that is requested is put in place and that it meets the seniors needs.

The Information and Referral (I & R) specialist is the initial contact in the CoA's single-entry system. This is the entry point for seniors to access the many services that are in place in this community to help them remain independent. It is not uncommon for a senior to call into our I & R specialist with one issue that they are having and then when the Community Liaison meets with them, they find other issues that the senior could use assistance with. They then act as the guide to get them enrolled in those services, be it our services or even helping them with complicated forms and paperwork to get them enrolled in other programs such as Medicaid.

Council on Aging- Chore

The Chore Service lends assistance to area seniors through the provision of heavy household maintenance. This service is preventive in nature by impeding property deterioration. This service might include, scrubbing floors; washing walls and windows; shampooing and tacking down rugs; cleaning attics and basements to remove fire and health hazards; installing screens or storm windows; cutting grass and yard clean up; clearing walkways of snow and cleaning gutters and downspouts.

This service targets seniors whose safety and/or independence are threatened by the inability to perform the tasks necessary to maintain their home.



Council on Aging- Home Repair / Home Injury Control

This service is initiated by a seniors call when a problem in their home arises, or with a visit from one of our Community Liaisons who look for safety issues for a senior. It concentrates on repairs, which allow seniors to remain in their homes when the ability to perform any repairs, even minimal, is nonexistent. It provides the added protection of an inspection for any conditions that are hazardous or unsafe.

Examples of work are: Wheelchair ramps, grab bars/handrails, weatherization, electrical and plumbing repairs, and repairs of doors/windows and screens.

This service provides a safe and reliable means of having repairs done in a senior's home. The focus is on low income seniors who would otherwise not be able to afford repairs. Seniors know they can trust the CoA to make the needed repairs and don't have to worry about finding another contractor. Many of the clients we serve are seniors 75-1- living in older homes in older neighborhoods that pose significant safety issues in terms of the basic structures.

Council on Aging- Programs

Our four multipurpose senior centers conduct programming that develop strengths and encourages independence. It works with older persons not for them, thus promoting their involvement with and contribution to the larger community. The programs and centers provide seniors information, recreation, socialization, education, health monitoring, physical fitness, nutritious meals, travel and a host of other activities.

The programs and senior centers are often the focal point in a community for senior services. It is a place that seniors know they can trust to come and find the services, activities and information that they need to remain active and independent.

Council on Aging -Adult Day Service (Starpath)

Starpath is an approved Dementia Care Center that provides activities aimed at preserving maximum independence and reducing the severity of the symptoms of the affected individuals. Activities include socialization, cognitive stimulation, physical rehabilitation, daily living skills, as well as music, occupational and recreational therapies. Each of these interventions cultivates preserved abilities and reduces the effects of lost abilities. Daily meals are provided as well as dedicated transportation to the program. Personal Care Services are also provided to those who need them.

This program serves the frailest of our county's elderly in a dignified atmosphere filled with caring and compassion. Clients are especially in need due to their physical and/or cognitive disabilities and dependence on caregivers. Many are also economically disadvantaged. The other important factor in this program is the benefit that it provides to the caregiver, giving them much needed support and respite.



Council on Aging -Foster Grandparent Program

The Foster Grandparent Program is designed to engage limited income seniors in service across the nation through assisting and mentoring at-risk children at public and non-profit settings within their own communities. In exchange, the seniors are provided benefits and other support to help them remain physically and mentally active. Through their continued participation as contributing members of their communities, their self-esteem, health and well-being, and their overall quality of life is improved.

Senior volunteers in this program must be at 200% of poverty or below to be eligible for this stipend program. Thorough background checks are done, and once those are cleared the volunteers undergo forty hours of preservice training, with ongoing monthly continued training as part of the program structure. In addition to the seniors that the program serves, the benefit to the community in the hours dedicated to help at-risk youth in our schools and non-profits is immeasurable.

Council on Aging – Supplemental Funds Request – Senior Nutrition Vehicle Replacement

The Senior Nutrition service component of our agency is one of our largest programs and also one of the most crucial in terms of seniors being able to live independently in their own homes for as long as possible. We are projected to serve about 319,000 meals to seniors throughout St. Clair County. Our Senior Nutrition staff, facilities and vehicles are also a part of the county emergency management plan, as we have an efficient means of preparing and distributing meals in an emergency or disaster.

With the increase in demand for this service we are putting more and more miles on our vehicles, they average approximately 180 stops a day to deliver meals on each of the routes in the Port Huron Area. The vehicle that we are looking to replace is a 2007 that has 203,476 miles on it, and we have been advised that it is no longer worth putting money in to it for repairs.

To deliver this number of meals and to be able to keep them to health department inspected safe temperatures, we use Hot Shot vehicles that have heated and cooled sections to carry the meals. The price of \$58,000 is for a Hot Shot from Delivery Concepts, Inc. based out of Elkhart Indiana. The Senior Nutrition Vehicles are often one of the most visible signs of senior services in our county as they are in and out of almost all neighborhoods on a daily basis. It is important for the efficiency of the program that we have quality vehicles that are in good running order.



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

To submit invoices at least monthly/quarterly for units of services provides in an amount not to exceed \$4,029,349, as outlined below:

Council on Aging	Millage Funded Programs	2021 Budgets	
	Adult Day Care - StarPath	\$131,130.00	
	Chore Services	\$140,826.00	
	Foster Grandparents	\$61,923.00	
	Homemaker/Personal Care Services	\$1,127,679.00	
	Home Repair Services	\$172,194.00	
	Community Liaison	\$260,335.00	
	Programs	\$741,986.00	
	Transportation	\$388,054.00	
	Group Meals	\$62,243.00	
	Home Delivered Meals	\$884,979.00	
	MOW Truck Replacement	\$58,000.00	
	Total Budget		\$4,029,349.00



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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

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

Cancellation Notice

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



COUNTY OF ST. CLAIR



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

Proof of Insurance Coverage

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

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

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Contract Approval Request - Lakeshore Legal Aid - Senior Services

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 01-07-21 Lakeshore legal aid contract to BOC	12/16/2020	Cover Memo
📎 Lakeshore Legal Aid - 2021	12/16/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Lakeshore Legal Aid– 2021 Contract for Services

The Commission on Aging approved the contract amount for Lakeshore Legal Aid at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with Lakeshore Legal Aid.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Lakeshore Legal Aid in the amount not to exceed \$336,658.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – NOT TO EXCEED \$336,658.00

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	LAKESHORE LEGAL AID 30500 Van Dyke Avenue, Suite 601 Warren, MI 48093 (herein, the “Contractor”)
--	---

This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION



COUNTY OF ST. CLAIR



SECTION 7. GENERAL TERMS AND CONDITIONS

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

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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



COUNTY OF ST. CLAIR



“County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:

1. Attachment I: Scope of Contractor’s Services
2. Attachment II: Contractor’s Fee Schedule
3. Attachment III: Contractor Insurance Requirements

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

2.1. The effective date of this Contract shall be January 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the “Contract Expiration Date” shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.
 2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.
 3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.
2. Upon the expiration of this Contract the County has the option, at the County’s sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.



COUNTY OF ST. CLAIR



3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.
4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

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

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
 1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
 2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
 3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
 4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **(PO#10616)**.



COUNTY OF ST. CLAIR



- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
7. Contractor Employees.



COUNTY OF ST. CLAIR



- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor



COUNTY OF ST. CLAIR



shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. **CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS**

1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.

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

§ 7. **GENERAL TERMS AND CONDITIONS**

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

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any



COUNTY OF ST. CLAIR



part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

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

- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County’s right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties’ rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
1. Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:

Lakeshore Legal Aid
Attn: Ashley Lowe, CEO
30500 Van Dyke Avenue, Suite 601
Warren, MI 48093

7.18.2. If notice is sent to the County, it shall be addressed to:

County of St Clair, MI
Attn: Senior Citizen Millage Administrator
200 Grand River, Ste. 203
Port Huron, MI 48060

3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.



COUNTY OF ST. CLAIR



- 7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.
- 7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
1. The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.
- 7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR THE CONTRACTOR:

BY: Ashley Lowe
Ashley Lowe, CEO

DATE: 12/16/20



COUNTY OF ST. CLAIR



FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller

ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

All services are for St. Clair County resident seniors 60 years of age and older.

Free Legal Assistance to Residents Aged 60 Years Plus

Lakeshore Legal Aid (Lakeshore) employs a supervising attorney and two and a half (2.5) staff attorneys to provide direct representation for St. Clair County seniors on their legal issues. The Port Huron office focuses its work on senior abuse and exploitation issues, domestic violence cases, consumer protection cases, housing (including evictions) and public benefits, estate planning (including Wills and Durable Powers of Attorney) and other noncriminal legal matters that may impact a senior's ability to remain safe and independent.

To ensure continued quality service that is responsive to the changing needs and growing population of the senior community, staff nurture their relationships with community leaders, senior groups and organizations with whom Lakeshore has worked in the past, as well as developing new relationships.



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Services are available to all St. Clair County residents over the age of 59. However, limited resources require us to prioritize the amount of services we can provide to each individual based upon several factors: the senior's safety; the threat to the senior's independence; and their ability to help themselves (ability to read and write proficiently, language barriers, physical and/or mental limitations, as well as available family support and their ability to hire a private attorney). While we try to improve the legal standing of each senior that may reach us, not all clients are provided with the level of assistance that could most benefit them.

ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

To submit invoices monthly for units of services provided in an amount not to exceed **\$336,658.00**, as outlined below:

	2021 Budget
LAKESHORE LEGAL AID	
Legal Services	\$336,658.00



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ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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



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Workers' Compensation Insurance: The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.

Motor Vehicle Liability: The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

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

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

Proof of Insurance Coverage



COUNTY OF ST. CLAIR



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

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

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Contract Approval Request - Life Skills Centers, Inc. - 2021 Senior Services

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Life Skills Memo	12/18/2020	Cover Memo
	Life Skills - 2021	12/18/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Life Skills Centers Inc. – 2021 Contract for Services

The Commission on Aging approved the contract amount for Life Skills Centers Inc. at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with Life Skills Centers Inc.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Life Skills Centers in the amount not to exceed \$41,091.87.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – **NOT TO EXCEED \$41,091.87**

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	LIFE SKILLS CENTERS, INC. 53 Crocker Blvd. Mt. Clemens, MI 48043 (herein, the "Contractor")
--	---

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be **January 1, 2021**, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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



COUNTY OF ST. CLAIR



§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **(PO#10621)**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



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

§ 7. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices.** Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1.** If notice is sent to the Contractor, it shall be addressed to:
Life Skills Centers, Inc.
Attn: David R. Wagner
53 Crocker Blvd.
Mt. Clemens, MI 48043
- 7.18.2.** If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Senior Citizen Millage Administrator
200 Grand River, Ste. 203
Port Huron, MI 48060
- 7.18.3** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.
- 7.20. Precedence of Documents.** In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:



COUNTY OF ST. CLAIR



- 7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.
- 7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR THE CONTRACTOR:

BY:  DATE: 12/9/20
David R. Wagner, Executive Director

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

All services are for St. Clair County resident seniors 60 years of age and older only.

The Life Skills Centers Memory Care Services - Dietary Supplement

The Life Skills Centers Memory Care Services program provides seniors 60 years and older with Dietary Supplement at the Life Skills Centers Memory Care Services center(s) for those enrolled in services. The program provides respite care services, social interaction, structured therapeutic activities and wellness monitoring to adults with Alzheimer's and other related forms of dementia. Certified Nurse Aides provide therapeutic activities in a warm, home-like setting. Participants are encouraged to engage in multiple activities designed to promote wellness and improved quality of life. Daily exercise, reminiscence therapy, community access, friendships and social opportunities are just a small sampling of activities enjoyed. Program participants receive nutritious snacks and meals, medication management (as needed), health and wellness monitoring by Certified Nurse Aides. A registered nurse provides medical supervision to program staff and patient support. In addition to relief from day-to-day care giving responsibilities, family members of participants also receive caregiver support, educational materials and are invited to participate in social gatherings.

The Life Skills Centers Memory Care Services – Respite Care

The Life Skills Centers Memory Care Services program provides seniors 60 years and older with Respite Care at the Life Skills Centers Memory Care Services center(s). The program provides individualized care services, social interaction, structured therapeutic activities and wellness monitoring to adults with Alzheimer's and other related forms of dementia. Participants receive an assessment and support as needed through the following services: a registered nurse provides medical supervision to program staff and patient support, Certified Nurse Aides provide structured therapeutic activities designed to promote wellness and improved quality of life. Daily exercise, music therapy, massage therapy, dietary monitoring, life coach mentoring for emotional wellness and support, reminiscence therapy, community access, and social opportunities are a few beneficial program components offered. In addition to relief from day-to-day caregiving responsibilities, family members of participants also receive caregiver support, educational materials and are invited to participate in social gatherings.

To qualify for Life Skills Centers Memory Care Services, participants must have a diagnosis of Alzheimer's disease, like memory disorders or other dementias.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Submit invoices monthly and provide details on number of hours, number of unduplicated clients and # of meals for services in an amount not to exceed **\$41,091.87** as outlined below:

LIFE SKILLS CENTERS, INC.	2021 Budget	
Memory Care Program including Dietary Supplement		\$41,091.87



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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

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

Cancellation Notice

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



COUNTY OF ST. CLAIR



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

Proof of Insurance Coverage

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

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

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lp@stclaircounty.org

Contract Approval Request - Port Huron Housing Commission - 2021 Senior Services

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	PHHC Memo	12/18/2020	Cover Memo
	PHHC Contract	12/18/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Port Huron Housing Commission (PHHC) – 2021 Contract for Services

The Commission on Aging approved the contract amount for PHHC at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with PHHC.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Port Huron Housing Commission in the amount not to exceed \$16,867.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – NOT TO EXCEED \$16,867.00

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	PORT HURON HOUSING COMMISSION 905 Seventh Street Port Huron, MI 48060 (herein, the "Contractor")
--	---

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be January 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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

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

4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as



COUNTY OF ST. CLAIR



defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number (PO#10620).
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall



COUNTY OF ST. CLAIR



not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.

- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.



COUNTY OF ST. CLAIR



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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.

- 6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III. Standard insurance requirement in Attachment III have been waived as they are reimbursed for direct cost only, not other service provided. Contractor shall submit a copy of their standard coverage.



COUNTY OF ST. CLAIR



§ 7. GENERAL TERMS AND CONDITIONS

- 7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- “CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

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

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

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

FOR THE CONTRACTOR:

BY: 
James Dewey, Executive Director

DATE: 12/16/20

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

All services are for St. Clair County resident seniors 60 years of age and older only.

Direct Service Costs for Bed Bug Preparation, Purchase of beds and mattress covers, and Hotel accommodations

Port Huron Housing Commission identifies indigent seniors that are unable to perform the preparation of their apartments, determine if a new bed is warranted and recommend mattress covers. In the event of an overnight accommodation, we verify with the residents Doctor of the need to be removed from the apartment for a period of time due to the chemicals being used. These two service areas are:

1. Bed Bug Remediation – includes cleaning of clothes, furniture, new bed, mattress cover and hotel costs, if needed.
2. Beds for the indigent – includes providing beds for qualifying seniors without the means to purchase one on their own.

These services are available to senior residents 60 and over that reside in Port Huron, Marysville, St. Clair and Algonac Public Housing facilities.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Invoices for services should be submitted quarterly and include the number of seniors served, as well as the number of beds provided for each service area in an amount not to exceed \$16,867, as outlined below:

PORT HURON HOUSING COMMISSION	2021 Budgets	
Bed Bug Remediation	\$15,439.00	
New Beds	\$1,428.00	
Total		\$16,867.00

If there is no activity in a quarter, please send an email to the Senior Millage Administrator.



COUNTY OF ST. CLAIR



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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

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

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material



COUNTY OF ST. CLAIR



Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.

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

Proof of Insurance Coverage

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

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

Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: lparent@stclaircounty.org

Contract Approval Request - St. Clair County Public Guardian -2021 Senior Services

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Public Guardian Memo	12/18/2020	Cover Memo
📎 Public Guardian 2021	12/18/2020	Cover Memo



COUNTY OF ST. CLAIR

COMMISSION ON AGING / ST. CLAIR COUNTY SENIOR MILLAGE



JENNIFER J. POSEY
Administrative Services Manager
Senior Citizens Millage Administrator

To: St. Clair County Board of Commissioners

From: Jennifer Posey, Millage Administrator

Date: January 7, 2021

Re: Public Guardian (PG) – 2021 Contract for Services

The Commission on Aging approved the contract amount for PG at their October 28, 2020 meeting and the Board of Commissioners adopted the Commission on Aging budget (special revenue funds) on 12-10-20. Attached is the 2021 contract for services with PG.

Recommendation: We respectfully request the Board approve the 2021 contract for services with Public Guardian's Office in the amount not to exceed \$68,725.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2021

Contract – NOT TO EXCEED \$68,725

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	ST. CLAIR COUNTY PUBLIC GUARDIAN’S OFFICE 201 McMorran Blvd Port Huron MI 48060 (herein, the “Contractor”)
--	--

This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be January 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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

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



COUNTY OF ST. CLAIR



4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.

4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.

4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.

4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number (PO#N/A).

4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



Worker's Compensation, disability pay or other insurance of any kind. **Employees shall comply with all County policies.**

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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



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

§ 7. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



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

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

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

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

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

FOR THE CONTRACTOR:

BY: Amanda Seals
Amanda Seals, Assistant Public Guardian

DATE: 12-16-2020

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

The St. Clair County Office of Public Guardian employs a full time Senior Housing Case Manager. Currently, our office is responsible for guardian and conservator service for legally incapacitated individuals and individuals with developmental disabilities. This service component would allow one person in our office to have the sole focus of seniors in housing crisis in our community.

The Senior Housing Case Manager will be available to respond to any housing concerns or crisis situations involving a senior under guardianship with our office. The case manager will be responsible for identifying and responding to needs addressed in the original petition and any other issues that arise. These supports will influence connecting the individual with healthcare, identifying barriers to housing and establishing new (or lapsed) resources with other community agencies. The case manager would also be responsible for identifying and pursuing additional community partners (both financial and services) for this effort. Community agencies that could be utilized are Michigan Department of Health and Human Services (MDHHS), Community Mental Health (CMH), Area Agency on Aging 1-B, Morc Home Care Inc., Social Security Administration (SSA), Veteran's Administration (VA), Section 8, Port Huron Housing Commission, Visiting Nurses Association, Council on Aging, and various banking establishments.

The Office of Public Guardian provides guardianship and conservator services for a population of our community that frequently goes overlooked. On average, there are approximately 200 seniors receiving services from our office at any one time. This number represents 50% of our case load.

The Public Guardian's Office has allocated bed space at Sanborn Gratiot Memorial Home for emergency housing needs. Sanborn Gratiot Memorial Home also has funding from the Commission on Aging for emergency housing. In the event that Public Guardian has placement at Sanborn and the client has the ability to pay, reimbursement shall be made to the Commission on Aging. Each quarterly invoice shall outline and include any reimbursements, as well as a listing of clients that were housed at Sanborn Gratiot Memorial Home.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

To submit invoices for reimbursement at least quarterly in an amount not to exceed \$68,725, as outlined below:

Public Guardian

Senior Housing Case Manager	<u>\$68,725.00</u>
Not to Exceed Budget	\$68,725.00

Details Below:

Wage & Fringe - Existing FTE (1) including health benefits	\$65,159.00
Mileage	\$1,866.00
Equipment/cell phone	\$700.00
Other miscellaneous client fees*	<u>\$1,000.00</u>
Total approved Budget	\$68,725.00

* It will be the goal of the case manager to research, establish and maintain alternative funding sources available within St. Clair County, the State of Michigan, and federally. It is anticipated that the case manager will identify alternative funding supports and that this amount of funding will not be needed at all as sustainable collaborations are developed. In the event that the case manager needs to access this money, it will be reimbursed by the client when it is possible.

The Commission on Aging agreed and approve the Public Guardian's office the use of the budgeted healthcare cost towards an additional part-time Senior Case Manager, if the existing Case Manager opts out of the County provide health insurance benefit. It is also understood that the Public Guardians office shall request any additional staff of the Board of Commissioners prior to utilizing any funds towards an additional Senior Case Manager.

Invoices shall be submitted within 10 business days after each quarter and shall include statistical/benchmark data as determined by the Commission on Aging Millage Administrator. Invoicing shall include details on the clientele as well as the housing costs from Sanborn Gratiot Memorial Home, including any reimbursements.



COUNTY OF ST. CLAIR



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, is covered under the County of St. Clair, MI insurance policies by Michigan Municipal Risk Management Association (MMRMA), as any other department is covered.

Contract Approval Request - Michigan CAT

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Michigan CAT Excavator	12/23/2020	Cover Memo
📎	CAT Sales Agreement	12/23/2020	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: Michigan CAT

VALUE: \$148,798.08

TERM: 48 months

CONTRACT TYPE: Equipment Lease

DESCRIPTION: 2020 Caterpillar 320 PQZ1+ Excavator with Ditch Bucket

DEPARTMENT(S): Drain Commission

COMMENTS: 48 month governmental lease at \$3,099.96/month. Ditch bucket will be owned at the end of the lease.



SALES AGREEMENT

Quote No 153046-05
DATE Jul 25, 2020

Michigan CAT Corporate Headquarters, 24800 Novi Road, PO Box 918, Novi, MI 48375-0918 Phone: (248)-349-4800, 1-888-MICH CAT Visit our website: www.michigancat.com

PURCHASER		ST CLAIR COUNTY DRAIN COMMISIONER			
STREET ADDRESS		21 AIRPORT DRIVE		<SAME>	
S O L D	CITY/STATE	SAINT CLAIR, MI	COUNTY	SAINT CLAIR	S H I P
	POSTAL CODE	48079	PHONE NO.	810-364-5369	
T O	EQUIPMENT		Robert Wiley		T O
	PRODUCT SUPPORT		Robert Wiley		
INDUSTRY CODE:		SEWER & WATER TIE-IN(271)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		8108072		Sales Tax Exemption # (if applicable) N/A	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE ☐ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ ISC ☐ LEASE ☐ CASH WITH ORDER: \$0.00					
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 320 PQZ1+		YEAR: 2020	
STOCK NUMBER: 49235X		SERIAL NUMBER: 0HEX20701		SMU: 52	
320 07C HEX AM-N CF61	580-3196	LINKAGE, BKT B1 W/EYE, GRADE	492-8537	CAMERA, 360 VISIBILITY	578-1166
STORAGE PROTECTION (EXPORT)	0G-4126	CYLINDER, STICK	490-4143	PROD LINK, PLE683/PLE783 RADIO	580-5994
TRACK, 31" TG	521-3306	CYLINDER, BKT, B1	490-4179	DECALS, EXTERIOR, ANSI	578-2907
LINES, DRAIN, PGQC	549-8149	LIGHTS, BOOM LH & RH	562-5718	DECALS, CAB, ANSI	573-4351
SUCTION LINE, PUMP, STD	489-2952	GRADE SENSOR, REACH BOOM	516-9880	LINES, HP, REACH BOOM	578-9186
GUARD, TRAVEL MOTOR, HD	488-9288	GRADE SENSOR, R9'6" STICK	516-9883	ROLL ON-ROLL OFF	0G-4202
LINES, HP, R9'6" STICK	356-8117	LINES, QC, REACH BOOM	570-4691	NETWORK MANAGER, STD	555-7286
STARTING AID, ETHER	511-5861	WIPER, RADIAL W/O LOWER	484-8021	RADIO, W/BLUETOOTH	502-7166
SUN SCREEN, REAR	488-6450	MIRROR, CAB, W/O GUARD	327-6552	COUPLER PG W/O PIN B1	455-3910
SCREEN, RADIATOR	491-8272	GRADE W/2D, ASSIST&PAYLOAD	516-0550	GUARD, BOTTOM, HD	576-9412
HANDHOLDS, RAD COMPARTMENT	508-9617	LASER CATCHER, R9'6" STICK	560-5685	GUARD, FALLING OBJECT (FOGS)	578-9808
QUICK DRAINS READY	490-7705	LIGHTS, CAB, W/RAIN PROTECTOR	555-9458	KIT, FOGS	528-3291
CONTROL, QC	517-4758	GUARD, TRACK GUIDE, SEGMENTED	526-8766	KIT, MESH/NET GUARD, FULL	528-3292
LINES, QC, R9'6" STICK	242-6490	BOOM, REACH 18'8"	577-5863	BUCKET-CU, 72" 2.09 YD3 (B)	439-7308
STICK, R9'6"	490-7673	HYDRAULIC PKG, COMB ADV	579-5429	PIN GROUP, SPARE	172-8444
TRADE-IN EQUIPMENT			SELL PRICE		
MODEL: _____ YEAR: _____ SN: _____			\$221,363.47		
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			EXT WARRANTY		
MODEL: _____ YEAR: _____ SN: _____			Included		
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			TOTAL NET PURCHASE PRICE		
			\$221,363.47		
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. TRADE ALLOWANCE SUBJECT TO PAYOFF BALANCE OWED.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
☒ CATERPILLAR EQUIPMENT WARRANTY			Payment Terms and Conditions:		
INITIAL			4YR./4000HR. GOV. LEASE WITH NEW 72" HIGH CAPACITY (2.09CYD.) DITCH BUCKET \$3,099.96/MO. NOTE: UPON MATURITY OF THIS 48 MO. LEASE THE DITCH BUCKET WOULD BE PAID FOR IN FULL AND BE OWNED BY THE COUNTY.		
The customer acknowledges that he has received a copy of the Michigan CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.					
Warranty applicable including expiration date where necessary: Michigan CAT 12 Month, Unlimited Hour Standard Full Machine Warranty Service Agreement with 6 Months Mileage 320F-48 MO/4000 HR PREMIER (Tier 4)					
CSA:					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Michigan CAT	PURCHASER
ORDER RECEIVED BY	APPROVED AND ACCEPTED ON
Mike Johnson	ST CLAIR COUNTY DRAIN COMMISIONER
REPRESENTATIVE	PURCHASER
BY	SIGNATURE
	TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

- 1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matter and things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
- 3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT, setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter into such SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Seller as a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said equipment.
- 4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** of at least \$500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.
- 5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, and Note or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of the terms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related hereto and/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.
- 7) **The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate. Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no express warranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the equipment hereunder.**
- 8) In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.
- 9) Michigan CAT makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of the Occupational Safety and Health Act of 1970, or the Construction Safety Act.
- 10) Under the terms of this order Seller is obligated to make warranty repairs during working hours, Seller regular working hours at regular time labor rates. If, at the request of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
- 11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims and expenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of the equipment, regardless of where, how, or by whom it may be operated.
- 12) Late Charge Policy: Late charges will be assessed at the rate of 1.5% per month (18% per annum) on all invoices past due 30 days.
- 13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 14) This agreement shall be binding upon and shall insure to the benefit of the successors and permitted assigns of the parties hereto.

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, buyer hereby bargains and sells, grants and delivers unto Michigan CAT, Grantee, all of buyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased by the undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is the lawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defend same against the lawful claims and demands of all persons. Trade Allowance Subject to Payoff Balance Owed.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owing	To Be Paid By	Notes
-------	------	-----	------	-----------------	-----	-----------	--------------	---------------	-------

by _____

(Title)

FY2021 MMHCGP Letter of Agreement Sub-Contract with CMH

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
▣	Memo- FY21 MMHCGP Letter of Agreement CMH	12/22/2020	Cover Memo
▣	FY21 MMHCGP Letter of Agreement Sub-contract (CMH)	12/22/2020	Cover Memo

MEMORANDUM

DATE: December 22, 2020
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: FY2021 MMHCGP Letter of Agreement Sub-Contract with CMH

With your permission, I would request to place the FY2021 MMHCGP Letter of Agreement Sub-Contract with St. Clair County CMH on the agenda for January 7, 2021 Organizational Meeting for review, approval, and signature.

The attached is a Letter of Agreement between the Mental Health Court and St. Clair County Community Mental Health Authority for the fiscal year beginning October 1, 2020 and ending on September 30, 2021.

St. Clair County Community Mental Health Authority has agreed to provide case management, clerical support, travel for participants, treatment, and personnel training for the Mental Health Court. The total sum to be paid to St. Clair County Community Mental Health Authority under this agreement will not exceed \$49,422.00. The Mental Health Court agrees to pay St. Clair County Community Mental Health Authority directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

Attachments: FY2021 MMHCGP Letter of Agreement Sub-Contract with CMH

LETTER OF AGREEMENT (SUB-CONTRACT)

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

~ Mental Health Court ~

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2020 through September 30, 2021 (FY21).

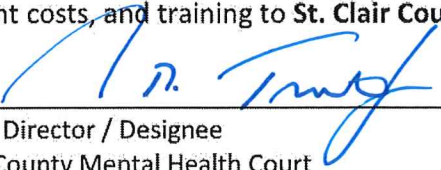
Conditioned upon **72ND DISTRICT COURT, County of St. Clair, Michigan Mental Health Court Program**, executing the attached *Michigan Mental Health Court Grant Program* ('Attachment A' to this LETTER OF AGREEMENT/SUB-CONTRACT) with State Court Administrative Office, Lansing, Michigan (SCAO), **St. Clair County** will, in turn, provide funding, per this LETTER OF AGREEMENT up to forty-nine thousand four hundred twenty-two dollars (\$49,422.00) to **St. Clair County Community Mental Health Authority**, in accordance with the *Michigan Mental Health Court Grant Program* terms. These funds are to address the identified case management and clerical support needs (personnel wages and fringe benefits), as well as travel, treatment costs, and training within the *Michigan Mental Health Court Grant Program*.

ATTACHMENT A: *Michigan Mental Health Court Grant Program (Grant Sub-Contract Summary)*

*Detail of specific services and supplies to be purchased through this
LETTER OF AGREEMENT / SUB-CONTRACT

As a condition of funding, **St. Clair County Community Mental Health Authority**, as sub-recipient of grant funding, agrees to abide by the requirements delineated in the attached *Michigan Mental Health Court Grant Program*.

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of 'Timesheets' for staff time worked and receipts and invoices of travel, treatment costs, and training to **St. Clair County Mental Health Court**.



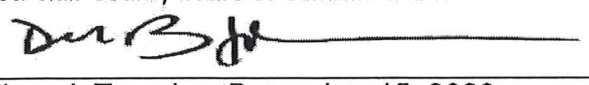
Program Director / Designee
St. Clair County Mental Health Court

12/21/20

Date

Chairman / Designee
St. Clair County Board of Commissioners

Date



Signed: Tuesday, December 15, 2020
St. Clair County Community Mental Health Authority

Date

Michigan Mental Health Court Grant Program

Grant Sub-Contract Summary

VENDOR	PROJECT OFFICIAL																
<u>St. Clair County Community Mental Health Authority (CMH)</u> Address: 3111 Electric Avenue City, State, Zip: Port Huron, MI 48060 Telephone: (810) 985-8900 Fax: (810) 985-7620	Project Director: Michael Brown Title: Program Coordinator Department: St. Clair County CMH Authority Address: 3111 Electric Avenue City, State, Zip: Port Huron, MI 48060 Telephone: (810) 966-4485 Fax: (810) 985-7620																
Contract #: 21653 Federal ID #: 38-6006420 <u>Project Start Date</u> October 1, 2020 <u>Project End Date</u> September 30, 2021 (FY21)	FINANCIAL OFFICIAL																
BUDGET SUMMARY	PROJECT TITLE: <u>Mental Health Court</u>																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Category</u></th><th style="text-align: right;"><u>Amount</u></th></tr> </thead> <tbody> <tr> <td>Personnel & Fringe Benefits:</td><td style="text-align: right;">\$29,268.93</td></tr> <tr> <td style="padding-left: 20px;">(Approximate SCCCMH in-kind: \$209,267.12)</td><td></td></tr> <tr> <td>Training:</td><td style="text-align: right;">\$0</td></tr> <tr> <td>Travel:</td><td style="text-align: right;">\$348.00</td></tr> <tr> <td>Office Supplies:</td><td style="text-align: right;">\$0</td></tr> <tr> <td>Treatment Costs:</td><td style="text-align: right;">\$19,805.07</td></tr> <tr> <td><i>TOTAL:</i></td><td style="text-align: right;"><i>\$49,422.00</i></td></tr> </tbody> </table>	<u>Category</u>	<u>Amount</u>	Personnel & Fringe Benefits:	\$29,268.93	(Approximate SCCCMH in-kind: \$209,267.12)		Training:	\$0	Travel:	\$348.00	Office Supplies:	\$0	Treatment Costs:	\$19,805.07	<i>TOTAL:</i>	<i>\$49,422.00</i>	Grantee: 72 nd District Court, St. Clair County Grantee Award Amount: \$337,661.00 Grantee Amount: \$288,239.00 Vendor Amount: \$49,422.00
<u>Category</u>	<u>Amount</u>																
Personnel & Fringe Benefits:	\$29,268.93																
(Approximate SCCCMH in-kind: \$209,267.12)																	
Training:	\$0																
Travel:	\$348.00																
Office Supplies:	\$0																
Treatment Costs:	\$19,805.07																
<i>TOTAL:</i>	<i>\$49,422.00</i>																

We hereby accept this Letter of Agreement / Sub-Contract in the amount of for the period shown above on the basis of the application, assurances, and supporting documents submitted by the Court to the State Court Administrative Office (SCAO).

This Letter of Agreement / Sub-Contract becomes fully-executed upon return of this Letter of Agreement / Sub-Contract to the Court, with all required signatures.

This award does not assure or imply continuation in funding beyond the FY20 funding period of this Letter of Agreement / Sub-Contract.

SUB-CONTRACTOR / VENDOR

Vendor: St. Clair County
Community Mental Health Authority

Department: Mental Health Court

Address: 3111 Electric Ave.
Port Huron, MI 48060

GRANTEE

Grantee: St. Clair County -
72nd District Court

Department: Mental Health Court Division

Address: 201 McMorran Blvd.
Port Huron, MI 48060

Authorizing Official – Executive Director



Signature: Signed: Tuesday, December 15, 2020

Name: Debra Johnson

Date: _____

Project Director – Probate Judge



Signature: _____

Name: Honorable John D. Tomlinson

Date: 12/21/20

Project Official – Program Coordinator



Signature: Signed: Wednesday, December 16, 2020

Name: Michael Brown

Date: _____

St. Clair Co. Administrator/Controller

Signature: _____

Name: Karry Hepting

Date: _____

Financial Official – Finance Specialist



Signature: Signed: Wednesday, December 16, 2020

Name: Karen Bauer

Date: _____

Recovery High School Grant Submission

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo-Recovery High School Grant Submission	12/28/2020	Cover Memo
📎	Recovery High School Grant Submission	12/17/2020	Cover Memo

STATE OF MICHIGAN



ST. CLAIR COUNTY COURTS

201 McMORRAN BLVD.

PORT HURON, MICHIGAN 48060

Circuit Court (810) 985-2031

District Court-Port Huron (810) 985-2076

District Court-Marine City (810) 765-4057

Adult Probate (810) 985-2066

Family Division (810) 985-2155

HON. DANIEL KELLY

CHIEF JUDGE

HON. ELWOOD BROWN

PROBATE JUDGE

HON. JOHN TOMLINSON

PROBATE JUDGE

HON. CYNTHIA LANE

CIRCUIT JUDGE

HON. JOHN MONAGHAN

CHIEF JUDGE PRO TEM

HON. MICHAEL HULEWICZ

DISTRICT JUDGE

HON. MONA ARMSTRONG

DISTRICT JUDGE

HON. MICHAEL WEST

CIRCUIT JUDGE

To: St. Clair County Board of Commissioners

From: Michael McMillan, Court Administrator

Date: December 23, 2020

RE: Recovery High School

The following is a request to approve a grant submission from the MDHHS for the purposes of implementing a Recovery High School in St. Clair County.

Recovery High School

The St. Clair County Recovery High School (RHS) will serve youth who are 14-17 years of age who are experiencing significant issues with drugs and alcohol. The youth will attend school through the St. Clair County Intervention Academy and will be simultaneously participating in intensive substance abuse therapy, positive peer group activities, AA/NA meetings and other healthy social functions. The normal relapse rate for a teenager leaving traditional treatment is about 70%, while those youth who attend Recovery High Schools experience a relapse rate of 30%.

The RHS mission is to provide a supportive and sober learning environment to meet the individual educational needs of adolescents in recovery. RHS will support sustained recovery/abstinence, through a healthy campus environment and coordination of care with referring treatment providers. RHS will provide a quality education, addressing the varied learning styles of each student and improving all students' academic skills so they can maximize their post-Secondary Education options. RHS will foster the spiritual, moral, and academic growth of each student as a whole person.

RHS Model in St. Clair County

As mentioned above, there are two components to the Recovery High School; education and recovery. The educational portion of the Recovery High School will be the responsibility of the St. Clair County Intervention Academy, while the treatment side will be the duty of the 31st Circuit Court Family Division.

- **Education:** The Intervention Academy will use State education funds to pay for the teacher and related education expenses.
- **Recovery:** The requested grant funds will cover expenses incurred by the Court.
 - The Court will contract with the Romine Group who will provide staff to conduct substance abuse and mental health counseling, AA/NA meetings, and the Alternative Peer Groups (please see attached contract). This grant cycle will be broken into two phases:
 - Phase 1 – The first three months (approx.) of the program will be the development and planning phase. In the first three months of the grant the vendor will be:
 - Developing curriculum and a schedule for the program.
 - Meeting the partner stakeholders to recruit youth into the program.
 - Screening youth to enter the program.
 - Working on various logistical solutions in preparation for youth to enter the program.
 - Phase 2 – Youth will begin the program and the vendor will provide the following:
 - Meet individually with each student and offer recovery coaching services.
 - A coach shall check the student's progress, identify where they need additional work in their recovery program and help set their individual recovery goals.
 - Facilitate the Alternative Peer Group.
 - Facilitate AA/NA meetings.
 - Weekend groups.
 - The vendor will provide 40 hours of services per week.
 - The funds will pay for a part-time At Risk Youth Worker to support the program. The Court will not hire additional staff for the first year of the grant in case the grant is not renewed in the subsequent year; we will be reallocating a current staff member that we will bill to the grant.

- o Grant funds will be used to pay for laptop computers and other various startup costs associated with developing the program. (Please see attached breakdown of expenses).

The Court has been working very closely with the Intervention Academy, Port Huron Schools, and other partner stakeholders to bring this cutting edge program to the children and families of our county. In previous iterations of this program, the Court reached out to CMH and other partners to provide mental health counseling; however, this grant will cover those services. This program does not require any funding from the court/county.

We are respectfully requesting that the grant submission be approved. We are also asking that the Board approve the contract with the Romine Group contingent upon the grant being accepted by the MDHHS. Please feel free to contact me if you have any questions or concerns about this topic, or any topic pertaining to the Circuit, Family or Probate Courts - (810) 985-2181.

Recovery High School Revenue/Expense

Educational Component – Intervention Academy

Income - From the State of Michigan - \$160,000

- **2021 school year** = \$8,000 Est. per student 20 Students X \$8,000 = \$160,000

Expenses - \$100,000

- **2021 Intervention Academy Recovery H.S. EXPENSES:**
 1. Teacher Salary - \$50,000 + Benefits (If the same teacher continues with his experience and degrees)
 2. License for online educational program - \$1,500 per year/per student X 20 students = \$30,000
 3. Lap top computer expense. Each Recovery H.S. Student will need a lap top computer. 20 students X \$1,000 per computer = \$20,000

All expenses incurred by the Intervention Academy will utilize State/Federal funding. Any shortages in the first year due to the missed Count Day will be taken from the fundbalance.

Recovery Component – 31st Circuit Court

Income: - \$150,000

- **2021 School Year** - Recovery High School Grant - \$150,000

Expenses: - \$150,000

- **2021 Circuit Court Expenses**
 1. Staffing – 31st Circuit Court Employees - \$27,039
 - a. At-Risk Youth Worker – Dedicated 100% to the Recovery High School.
 2. Contract with the Romine Group - \$71,250
 - a. The contract with the Romine Group will cover all of the expenses related to the Recovery Support Services that are necessary for the Recovery High School.
 3. Laptop computers for students - \$16,000
 4. Miscellaneous Startup Expenses and Supplies - \$35,711



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: September 30, 2021

Contract – NOT TO EXCEED \$ 71,250

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

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

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	The Romine Group 7877 Stead Utica, Michigan 48317 (herein, the “Contractor”)
--	--

This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

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



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

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

2.1. The effective date of this Contract shall be March 25, 2019, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

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

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

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

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

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

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

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

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

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



COUNTY OF ST. CLAIR



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

§ 5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

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

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

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

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



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

§ 7. **GENERAL TERMS AND CONDITIONS**

- 7.1** Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2.** Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- “CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 7.3.** County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4.** No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5.** Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6.** Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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

- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices.** Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1.** If notice is sent to the Contractor, it shall be addressed to:
- The Romine Group
7877 Stead
Utica, Michigan
48317
- 7.18.2.** If notice is sent to the County, it shall be addressed to:
- County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



COUNTY OF ST. CLAIR



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

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

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

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

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

FOR THE CONTRACTOR:

BY: _____
Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

Phase 1 – Approximately 3 Months:

- Developing curriculum and a schedule for the program.
- Meeting the partner stakeholders to recruit youth into the program.
- Screening youth to enter the program.
- Working on various logistical solutions in preparation for youth to enter the program.
- Vendor will provide 40 hours of services per week.

Phase 2

Monday- Friday

Once a week, a recovery coach shall meet individually with each student for 45-minute sessions and offer recovery coaching services. A coach shall check the student's progress, identify where they need additional work in their recovery program and help set their individual recovery goals. The vendor will provide 40 hours of services per week.

The following services shall also be provided:

7:30am-1:30pm - Morning process group; individual sessions; administrative tasks.

2:30pm-3:30pm- End of day check in, nightly goal setting and 12 step recovery education.

3:30pm-5:30pm - APG after school group (Tuesday/Friday)

5:30pm-6:30pm - NA meeting (Tuesday/Friday)

Saturday or Sunday

12-3 APG Weekend group (when scheduled, will have to flex time)

In addition to the above, the Contractor will reasonably:

1. Maintain relations with parents, parent groups, school volunteers, and outside agencies.
2. Interact with students in a constructive manner to encourage each individual to perform at their highest level.
3. Maintain and provide tracking information monthly as required by the court to ensure eligibility for State reimbursement.



COUNTY OF ST. CLAIR



4. Maintain respect at all times for confidential information, e.g., student files, student IEP's, medical records, personnel files, and required documentation.
5. Keeps the Superintendent informed on the activities and needs of the building.
6. Works closely with all members of the administrative team.
7. Perform other duties as reasonably assigned.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

For the period of January 1, 2021 through September 30, 2021 the County shall pay the contractor \$71,250. This shall be in monthly installments of \$7,916.67



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

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

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

Cancellation Notice

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



COUNTY OF ST. CLAIR



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

Proof of Insurance Coverage

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

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

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lp@stclaircounty.org

Recovery Support High School Program - 2021

Facesheet

FOR OFFICE USE ONLY:

Version # _____

APP # 733725

1. Demographic Information

- a. Demographic Information Name County of St. Clair - 31st Circuit Court
- b. Organizational Unit
- c. Address 201 McMorran Blvd Rm 3400
- d. Address 2
- e. City Port Huron State MI Zip 48060-4000
- f. Federal ID Number 38-6006420 Reference No. 069823615
- g. Demographic Information fiscal year (beginning month and day) January-01
- h. Agency Type
- ☐ Private, Non-Profit ☐ Private, Proprietary ☒ Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- ☐ Accrual
- ☐ Cash
- ☒ Modified Accrual

2. Program / Service Information

- a. Program / Service Information Name Recovery Support High School Program - 2021
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Jan-01-2021 End Date Sep-30-2021
- e. Amount of Funds Allocated \$150,000.00 Project Cost \$150,000.00

FOR OFFICE USE ONLY: Version # _____

APP # 733725

3. Certification / Contacts Information

a. Financial Officer

Name Dena Alderdyce
Title Accountant
Mailing Address 200 Grand River Ave
City Port Huron State MI Zip 48060
Telephone (810) 989-6324 Fax (810) 985-3463
E-mail Address dalderdyce@stclaircounty.org

b. Project Director

Name Michael McMillan
Title Administrator
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2181 Fax
E-mail Address mmmcmillan@stclaircounty.org

c. Authorized Official

Name Nathan Roskey
Title
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2137 Fax
E-mail Address nroskey@stclaircounty.org

Certifications

FOR OFFICE USE ONLY:

Version # _____

APP # 733725

4. Assurances and Certifications

A. SPECIAL CERTIFICATIONS

- a ☒ By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Contractor.
- b ☒ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

Narrative

FOR OFFICE USE ONLY:

Version # _____

APP # 733725

5. Program Synopsis

The St. Clair County Recovery High School (RHS) will serve youth who are 14-17 years of age who are experiencing significant issues with drugs and alcohol. The youth will attend school through the St. Clair County Intervention Academy and will be simultaneously participating in intensive substance abuse therapy, positive peer group activities, AA/NA meetings and other healthy social functions. The normal relapse rate for a teenager leaving traditional treatment is about 70%, while those youth who attend Recovery High Schools experience a relapse rate of 30%.

The RHS mission is to provide a supportive and sober learning environment to meet the individual educational needs of adolescents in recovery. RHS will support sustained recovery/abstinence, through a healthy campus environment and coordination of care with referring treatment providers. RHS will provide a quality education, addressing the varied learning styles of each student and improving all students' academic skills so they can maximize their post Secondary Education options. RHS will foster the spiritual, moral, and academic growth of each student as a whole person.

The bulk of the educational portion of the Recovery High School will be covered by the St. Clair County Intervention Academy, while the treatment side will be the responsibility of the 31st Circuit Court Family Division. The requested grant funds will cover expenses for a vendor to run the Alternative Peer Group Program (APG) and provide a staff for 40 hours per week to run the recovery portion. The grant funds will also be used for supplies, and for additional support staff.

6. Program Target Area

Counties project will serve (check all that apply):

- | | | |
|---|-------------------------------------|-------------------------------------|
| ☐ Alcona | ☐ Alger | ☐ Allegan |
| ☐ Alpena | ☐ Antrim | ☐ Arenac |
| ☐ Baraga | ☐ Barry | ☐ Bay |
| ☐ Benzie | ☐ Berrien | ☐ Branch |
| ☐ Calhoun | ☐ Cass | ☐ Charlevoix |
| ☐ Cheboygan | ☐ Chippewa | ☐ Clare |
| ☐ Clinton | ☐ Crawford | ☐ Delta |
| ☐ Dickinson | ☐ Eaton | ☐ Emmet |
| ☐ Genesee | ☐ Gladwin | ☐ Gogebic |
| ☐ Grand Traverse | ☐ Gratiot | ☐ Hillsdale |
| ☐ Houghton | ☐ Huron | ☐ Ingham |
| ☐ Ionia | ☐ Iosco | ☐ Iron |
| ☐ Isabella | ☐ Jackson | ☐ Kalamazoo |
| ☐ Kalkaska | ☐ Kent | ☐ Keweenaw |
| ☐ Lake | ☐ Lapeer | ☐ Leelanau |
| ☐ Lenawee | ☐ Livingston | ☐ Luce |
| ☐ Mackinac | ☐ Macomb | ☐ Manistee |
| ☐ Marquette | ☐ Mason | ☐ Mecosta |
| ☐ Menominee | ☐ Midland | ☐ Missaukee |
| ☐ | ☐ | ☐ |

☐ Monroe
☐ Muskegon
☐ Oceana
☐ Osceola
☐ Ottawa
☐ Saginaw
☐ Sanilac
☐ Tuscola
☐ Wayne

☐ Montcalm
☐ Newaygo
☐ Ogemaw
☐ Oscoda
☐ Presque Isle
☒ St. Clair
☐ Schoolcraft
☐ Van Buren
☐ Wexford

☐ Montmorency
☐ Oakland
☐ Ontonagon
☐ Otsego
☐ Roscommon
☐ St. Joseph
☐ Shiawassee
☐ Washtenaw
☐ Out Wayne

Work Plan

FOR OFFICE USE ONLY:

Version # _____

APP # _____

7. Workplan

Objective :

Create a supportive and enthusiastic environment for each student's recovery and education by working collaboratively with the school and area Alternative Peer Group (APG) program(s) to support the emotional, social, mental, physical and spiritual development of the students.

3. We will offer clinically led, daily "check-in" and "closing" group sessions for recovery support.

4. We will offer brief counseling interventions, and recovery coaching during the school day as needed, to address any behavioral/emotional/recovery issues that surface while at school.

5. We will offer random and frequent drug testing to ensure accountability and compliance with our Mission of an abstinence/recovery based lifestyle.

Activity :

The vendor will provide clinically led, daily "check-in" and "closing" group sessions for recovery support.

Vendor will provide brief counseling interventions, and recovery coaching during the school day as needed, to address any behavioral/emotional/recovery issues that surface while at school.

Vendor will offer random and frequent drug testing to ensure accountability and compliance with our Mission of an abstinence/recovery based lifestyle.

Responsible Staff :

Michael McMillan

Date Range :

01/01/2021 - 09/30/2021

Expected Outcome :

Measurement :

Attendance and discipline records will be evaluated. Frequent drug and alcohol testing will be conducted.

Budget Detail for Recovery Support High School Program - 2021
Agency: County of St. Clair - 31st Circuit Court
Application: Recovery Support High School Program - 2021

12/28/2020

Budget

FOR OFFICE USE ONLY: Version # _____ APP # 733725							
	Line Item	Qty	Rate	Units	UOM	Total	Amount
DIRECT EXPENSES							
Program Expenses							
1	Salary & Wages						
	Case Worker	1.0000	27039.000	0.000		27,039.00	27,039.00
2	Fringe Benefits						
3	Travel						
4	Supplies & Materials						
	Materials, supplies, and other costs	0.0000	0.000	0.000		35,711.00	35,711.00
5	Contractual						
	Subcontracting Agency-Vendor to provide Recovery piece of RHS Contact Details : The Romine Group 7877 Stead, Utica,MI,48317, Phone : 5867315300 Attachment : SUBCON_1_Prof Serv Agreement Romine.DOCX	0.0000	0.000	0.000		71,250.00	71,250.00
6	Equipment						
	Computer Systems/Servers-Laptop computers	0.0000	0.000	0.000		16,000.00	16,000.00
7	Other Expense						
Total Program Expenses						150,000.00	150,000.00
TOTAL DIRECT EXPENSES						150,000.00	150,000.00

Budget Detail for Recovery Support High School Program - 2021
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2021

12/28/2020

	Line Item	Qty	Rate	Units	UOM	Total	Amount
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						150,000.00	150,000.00

Budget Summary for Recovery Support High School Program - 2021
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2021

12/28/2020

	Category	Total	Amount	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Salary & Wages	27,039.00	27,039.00	
2	Fringe Benefits	0.00	0.00	
3	Travel	0.00	0.00	
4	Supplies & Materials	35,711.00	35,711.00	
5	Contractual	71,250.00	71,250.00	
6	Equipment	16,000.00	16,000.00	
7	Other Expense	0.00	0.00	
Total Program Expenses		150,000.00	150,000.00	
TOTAL DIRECT EXPENSES		150,000.00	150,000.00	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		150,000.00	150,000.00	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
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Budget Summary for Recovery Support High School Program - 2021
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2021

12/28/2020

1	Source of Funds					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	150,000.00	150,000.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	Total Source of Funds	150,000.00	150,000.00	0.00	0.00	
	Totals	150,000.00	150,000.00	0.00	0.00	

Miscellaneous

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11. Supporting documentation, if required

Attachment Title	Attachment

Attachments Index

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APP # 733725

#	Section	Title	File Name
1	Budget Detail	Subcontracting Agency-Vendor to provide Recovery piece of RHS	SUBCON_1_Prof Serv Agreement Romine.DOCX

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Demographic Information

1. Demographic Information

- a. Demographic Information Name County of St. Clair - 31st Circuit Court
- b. Organizational Unit
- c. Address 201 McMorran Blvd Rm 3400
- d. Address 2
- e. City Port Huron State MI Zip 48060-4000
- f. Federal ID Number 38-6006420 Reference No. 069823615
- g. Demographic Information fiscal year (beginning month and day) January-01
- h. Agency Type
- ☐ Private, Non-Profit ☐ Private, Proprietary ☒ Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- ☐ Accrual
- ☐ Cash
- ☒ Modified Accrual

2. Program / Service Information

- a. Program / Service Information Name Recovery Support High School Program - 2021
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Jan-01-2021 End Date Sep-30-2021
- e. Amount of Funds Allocated \$150,000.00 Project Cost \$150,000.00

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3. Certification / Contacts Information

a. Financial Officer

Name Dena Alderdyce
Title Accountant
Mailing Address 200 Grand River Ave
City Port Huron State MI Zip 48060
Telephone (810) 989-6324 Fax (810) 985-3463
E-mail Address dalderdyce@stclaircounty.org

b. Project Director

Name Michael McMillan
Title Administrator
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2181 Fax
E-mail Address mmmcmillan@stclaircounty.org

c. Authorized Official

Name Nathan Roskey
Title
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2137 Fax
E-mail Address nroskey@stclaircounty.org

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Version # _____

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4. Assurances and Certifications

A. SPECIAL CERTIFICATIONS

- a ☒ By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Contractor.
- b ☒ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

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5. Program Synopsis

The St. Clair County Recovery High School (RHS) will serve youth who are 14-17 years of age who are experiencing significant issues with drugs and alcohol. The youth will attend school through the St. Clair County Intervention Academy and will be simultaneously participating in intensive substance abuse therapy, positive peer group activities, AA/NA meetings and other healthy social functions. The normal relapse rate for a teenager leaving traditional treatment is about 70%, while those youth who attend Recovery High Schools experience a relapse rate of 30%.

The RHS mission is to provide a supportive and sober learning environment to meet the individual educational needs of adolescents in recovery. RHS will support sustained recovery/abstinence, through a healthy campus environment and coordination of care with referring treatment providers. RHS will provide a quality education, addressing the varied learning styles of each student and improving all students' academic skills so they can maximize their post Secondary Education options. RHS will foster the spiritual, moral, and academic growth of each student as a whole person.

The bulk of the educational portion of the Recovery High School will be covered by the St. Clair County Intervention Academy, while the treatment side will be the responsibility of the 31st Circuit Court Family Division. The requested grant funds will cover expenses for a vendor to run the Alternative Peer Group Program (APG) and provide a staff for 40 hours per week to run the recovery portion. The grant funds will also be used for supplies, and for additional support staff.

6. Program Target Area

Counties project will serve (check all that apply):

- | | | |
|---|-------------------------------------|--------------------------------------|
| ☐ Alcona | ☐ Alger | ☐ Allegan |
| ☐ Alpena | ☐ Antrim | ☐ Arenac |
| ☐ Baraga | ☐ Barry | ☐ Bay |
| ☐ Benzie | ☐ Berrien | ☐ Branch |
| ☐ Calhoun | ☐ Cass | ☐ Charlevoix |
| ☐ Cheboygan | ☐ Chippewa | ☐ Clare |
| ☐ Clinton | ☐ Crawford | ☐ Delta |
| ☐ Dickinson | ☐ Eaton | ☐ Emmet |
| ☐ Genesee | ☐ Gladwin | ☐ Gogebic |
| ☐ Grand Traverse | ☐ Gratiot | ☐ Hillsdale |
| ☐ Houghton | ☐ Huron | ☐ Ingham |
| ☐ Ionia | ☐ Iosco | ☐ Iron |
| ☐ Isabella | ☐ Jackson | ☐ Kalamazoo |
| ☐ Kalkaska | ☐ Kent | ☐ Keweenaw |
| ☐ Lake | ☐ Lapeer | ☐ Leelanau |
| ☐ Lenawee | ☐ Livingston | ☐ Luce |
| ☐ Mackinac | ☐ Macomb | ☐ Manistee |
| ☐ Marquette | ☐ Mason | ☐ Mecosta |
| ☐ Menominee | ☐ Midland | ☐ Missaukee |
| ☐ Monroe | ☐ Montcalm | ☐ Montmorency |

☐ Muskegon
☐ Oceana
☐ Osceola
☐ Ottawa
☐ Saginaw
☐ Sanilac
☐ Tuscola
☐ Wayne

☐ Newaygo
☐ Ogemaw
☐ Oscoda
☐ Presque Isle
☒ St. Clair
☐ Schoolcraft
☐ Van Buren
☐ Wexford

☐ Oakland
☐ Ontonagon
☐ Otsego
☐ Roscommon
☐ St. Joseph
☐ Shiawassee
☐ Washtenaw
☐ Out Wayne

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Version # _____

APP # _____

7. Workplan

Objective :

Create a supportive and enthusiastic environment for each student's recovery and education by working collaboratively with the school and area Alternative Peer Group (APG) program(s) to support the emotional, social, mental, physical and spiritual development of the students.

3. We will offer clinically led, daily "check-in" and "closing" group sessions for recovery support.

4. We will offer brief counseling interventions, and recovery coaching during the school day as needed, to address any behavioral/emotional/recovery issues that surface while at school.

5. We will offer random and frequent drug testing to ensure accountability and compliance with our Mission of an abstinence/recovery based lifestyle.

Activity :

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Responsible Staff :

Michael McMillan

Date Range :

01/01/2021 - 09/30/2021

Expected Outcome :

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Budget Detail for Recovery Support High School Program - 2021
Agency: County of St. Clair - 31st Circuit Court
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12/16/2020

FOR OFFICE USE ONLY: Version # _____ APP # _____							
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DIRECT EXPENSES							
Program Expenses							
1	Salary & Wages						
	Case Worker	1.0000	27039.000	0.000		27,039.00	27,039.00
2	Fringe Benefits						
3	Travel						
4	Supplies & Materials						
	Materials, supplies, and other costs	0.0000	0.000	0.000		35,711.00	35,711.00
5	Contractual						
	Subcontracting Agency-Vendor to provide Recovery piece of RHS Contact Details : The Romine Group 7877 Stead, Utica,MI,48317, Phone : 5867315300 Attachment : SUBCON_1_Prof Serv Agreement Romine.DOCX	0.0000	0.000	0.000		71,250.00	71,250.00
6	Equipment						
	Computer Systems/Servers-Laptop computers	0.0000	0.000	0.000		16,000.00	16,000.00
7	Other Expense						
Total Program Expenses						150,000.00	150,000.00
TOTAL DIRECT EXPENSES						150,000.00	150,000.00
INDIRECT EXPENSES							

Budget Detail for Recovery Support High School Program - 2021
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	Line Item	Qty	Rate	Units	UOM	Total	Amount
Indirect Costs							
1	Indirect Costs						
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						150,000.00	150,000.00

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INDIRECT EXPENSES				
Indirect Costs				
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2	Cost Allocation Plan	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		150,000.00	150,000.00	

Source of Funds

Budget Summary for Recovery Support High School Program - 2021
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2021

12/16/2020

	Category	Total	Amount	Cash	Inkind	Narrative
1	Source of Funds					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	150,000.00	150,000.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	Total Source of Funds	150,000.00	150,000.00	0.00	0.00	
	Totals	150,000.00	150,000.00	0.00	0.00	

Airport Manning Table Change Request Proposal

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	MEMO Proposed Airport Mannning Table Change	12/28/2020	Cover Memo
📎	Part Time Airport Building and Grounds Finance Memo	12/29/2020	Cover Memo

MEMO

St. Clair County International Airport

TO: Karry Hepting, County Administrator Controller
St. Clair County Board of Commissioners

FROM: Kathy Reaume, Airport Director

DATE: December 23, 2020

SUBJECT: Airport Manning Table Change Request

The Airport is requesting a change in manning table, moving one seasonal building and grounds worker into a part time position.

The constant turnover of seasonal employees, the hiring process, training and lack of CDL qualified employees has become costly and unsafe.

With your approval this will make the airport manning table:

1 FT Airport Director
1 FT Airport Buildings & Grounds Worker
2 PT Airport Buildings & Grounds Worker

This proposal will increase the airport budget starting at step 1 in the amount of \$10,449 to \$19,045 over the course of step increases.

This request will help us have trained and experienced employees ensuring that we have continuity, and comply with the FAA safety standards and airport procedures.



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: December 28, 2020

Subject: Airport Manning Table Change

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

☒ FINANCIAL REVIEW

Background:

The Airport is seeing high turnover of their seasonal employee position. This position requires a CDL license which is hard to find with a seasonal employee. The hiring process has been time consuming trying to find a qualified employee who can work on a seasonal basis with limited hours. The Airport Director is requesting to eliminate the seasonal position and create a new part time position. This should help with employee retention as the employee hired will be on a year round permanent basis.

Financial Consideration:

The above request is expected to cost an additional \$10,449-\$19,045 annually. This is the cost with part time fringe benefits for Step 1 through Step 8. The Airport had several hangar leases that expired in 2020. The leases were renewed at higher rates, and with the increase in revenue from these new leases, it will cover the additional costs of the part time employee.

Administration agrees that the manning table change will better suit the current needs and operations of the Airport. It is recommended that this request be approved.