



AGENDA
St. Clair County Board of Commissioners

Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

December 8, 2022 at 6:00 PM

-
- 1. Pledge of Allegiance**
 - 2. Roll Call**
 - 3. Additions/Deletions/Changes to the Agenda**
 - A. Addition: Health Advisory Board - Appointments
 - 4. Approval of Agenda**
 - 5. Minutes of Previous Meeting**
 - A. 11-17-2022 Commission Meeting
 - B. 12-01-2022 Standing Committee Meetings
 - 6. Proclamations**
 - 7. Consent Agenda**
 - A. Contract Renewal Approval Request - Redstone Buyer LLC
 - B. Family Court – GAL (Guardian Ad Litem) Attorney Contracts Rate Increase
 - C. Contract Approval Request - SHI International Corp
 - D. Contract Renewal Approval Request - Waydon Enterprises, LLC
 - E. McNaughton Hardcover Book Plans & DVD/Audio Subscription Plans
 - F. Contract Renewal Approval Request - Golder Associates, USA Inc.
 - G. Contract Renewal Approval Request - The Library Network
 - 8. Reports of Standing and Special Committees**

9. Citizens Wishing to Address the Board

10. Unfinished Business

11. New Business

- A. Policy 241 - County Procurement Card Policy - Revision
- B. 2023 Board of Commissioners' Meeting Schedule
- C. Resolution 22-57 Adopting 2023 Special Revenue Funds Budgets, Amending the 2022 General and Special Revenue Funds Budgets
- D. Resolution 22- 63 REVISING Resolution 22-43 Apportioning Taxes for 2022
- E. 2023 State Opioid Response (SOR 2) Project Grant Agreement Approval
- F. Boards and Commissions Reappointments
- G. Board of Road Commissioners / Department of Public Works - District 2 Appointment
- H. Life Skills Centers, Inc. and Port Huron Housing Commission - Contract Addendums
- I. Commissioner McConnell - District 1 American Rescue Plan Project - Kenockee Township
- J. FY 2023 St. Clair County Community Mental Health Authority (SCCCMH) Agreement for Recovery Court Grants
- K. FY 2023 Letter of Agreement with Sacred Heart Rehabilitation Center for RSAT Prevention Services
- L. Resolution 22-64 Amending Resolution 22-56 LDFA Loan
- M. 2023 Memorandum of Agreement: MSU Extension Services in St. Clair County
- N. Michigan State University Extension (MSUE) - Office Closure Request 12/27/22 - 12/29/22
- O. Day Treatment/Night Watch Building Renovations / Move
- P. Resolution 22-61 Establishing Rates for Criminal Indigent Defense Counsel
- Q. Airport Private Hangar Lease Assignment, Amendment and Consent of Owner (Lot T-6)
- R. Land Bank Authority Grant Application
- S. Metropolitan Planning Commission Appointment
- T. Ambulance Millage Distribution
- U. Blue Cross Blue Shield Annual Renewal
- V. Commissioner McConnell - District 1 American Rescue Plan - Emmett Township
- W. Commissioner McConnell - District 1 American Rescue Plan Project - Brockway Township
- X. Commissioner McConnell - District 1 American Rescue Plan Project - Village of Capac
- Y. Contract Renewal Approval Request - NeoGov
- Z. Health Department Manning Table Addition - Public Health Supervisor
- AA. Resolution 22-58 Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions

12. Administrator's Report

13. Miscellaneous Business

14. Receive and File Packets and all Information Present

15. Adjournment

Chairperson: Jeffrey L. Bohm

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: Health Advisory Board - Appointments

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Health Advisory Board Roster & Map	12/6/2022	Cover Memo
📎 District 3 - Reappointment- Standel	12/6/2022	Cover Memo
📎 District 2 - Appointment - Gura	12/6/2022	Cover Memo
📎 District 1 - Candidate - Koontz	12/6/2022	Cover Memo
📎 District 1 - Candidate - Heuvelman	12/6/2022	Cover Memo
📎 District 1 - Candidate - Maturen	12/6/2022	Cover Memo
📎 District 1 - Candidate - Smith	12/6/2022	Cover Memo

Boards and Commissions Committee Report

Health Advisory Board

Est. 1942; Geographic districts apportioned by Resolution 84-29

	Position	Term	Expiration
* Mr. Arnold Koontz 3245 Range Rd. Port Huron MI 48060-1617 Home Phone (810) 982-3219 Work Phone (810) 956-0768 Mobile Phone (810) 956-7673 Email aeddk@aol.com	* District 1 - A. Koontz - K. Heuvelman - A. Maturen J. Smith	2 Years	12/31/2022 12/31/2024
** - Vacancy Steven Gura	District 2	2 Years	12/31/2022 12/31/2024
Home Phone Work Phone Mobile Phone Email			
*** Ms. Monica Standel 105 Frantz St. Capac MI 48014 Home Phone Work Phone Mobile Phone (810) 650-0982 Email monicastandel@gmail.com	District 3	2 Years	12/31/2022 12/31/2024
Mrs. Marie J. Muller 9505 Sparling Road Goodells MI 48027 Home Phone (810) 384-6517 Work Phone Mobile Phone Email	District 4	2 Years	12/31/2023
Mr. John F. Jones 7619 Markel Road Ira Township MI 48023 Home Phone (586) 725-4553 Work Phone Mobile Phone Email johnjones7619@hotmail.com	District 5	2 Years	12/31/2023

Health Advisory Board

Est. 1942; Geographic districts apportioned by Resolution 84-29

<i>Position</i>		<i>Term</i>	<i>Expiration</i>
Lisa M. Beedon			
Represents BOC's			
2877 Military St.			
Port Huron MI 49060			
<i>Home Phone</i> (810) 683-9617			
<i>Work Phone</i> (810) 989-6900			
<i>Mobile Phone</i>			
<i>Email</i> lbeedon@stclaircounty.org			

District Boards

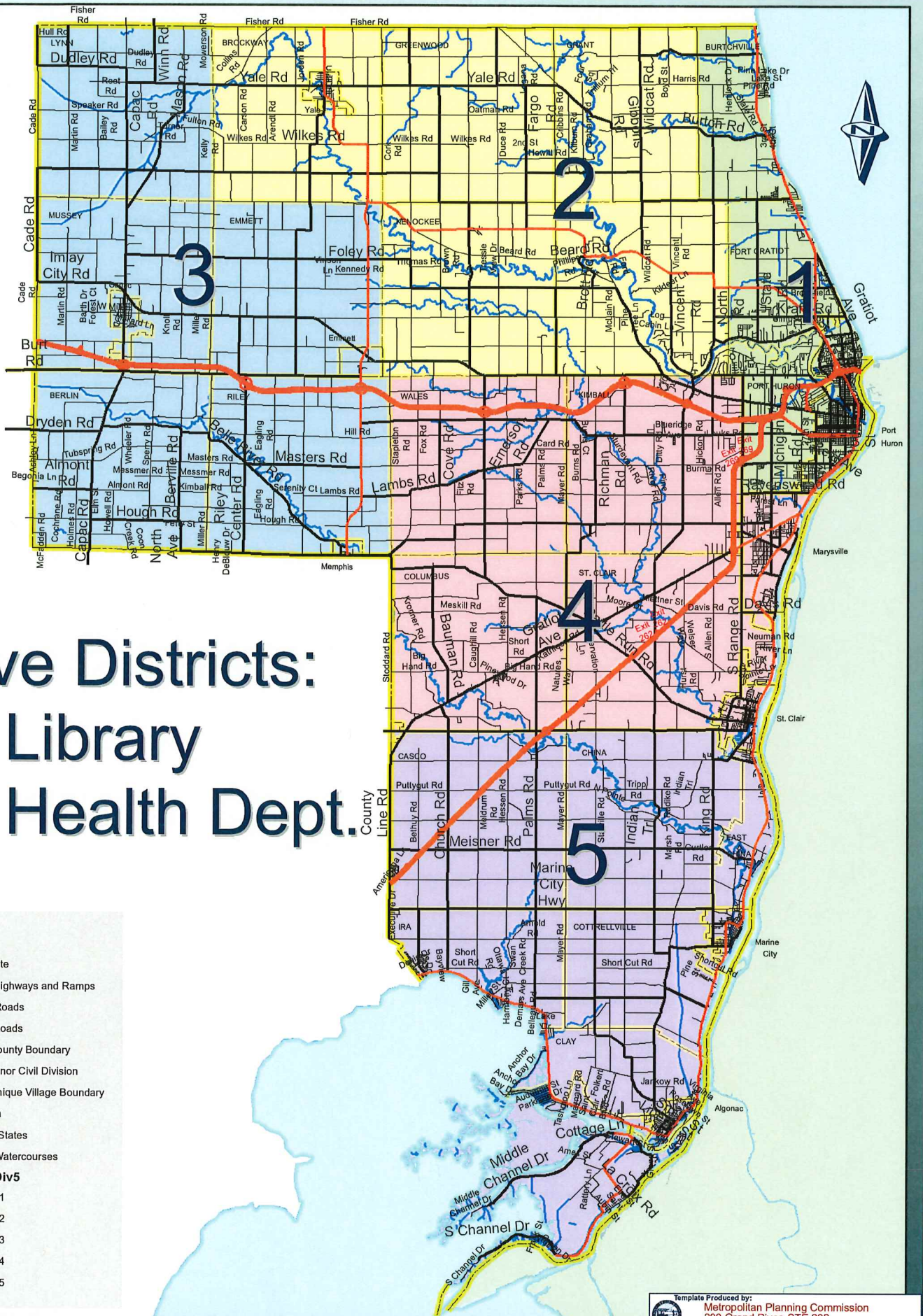
Five Districts: Library Health Dept.

Legend

- Interstate
- Local Highways and Ramps
- Major Roads
- Local Roads
- CSS County Boundary
- CSS Minor Civil Division
- CSS Unique Village Boundary
- Canada
- United States
- Major Watercourses

SrvBoard_Div5

- District 1
- District 2
- District 3
- District 4
- District 5





COUNTY OF ST. CLAIR

Board of Commissioners

JEFFREY L. BOHM
Chairperson
District 5
3453 St. Clair Shores Blvd.
East China, MI 48054
Cell: 810-874-6554
jbohm@stclaircounty.org

JORJA BALDWIN
Vice-Chairperson
District 2
3660 Vineyard Lane
Fort Gratiot, MI 48059
Cell: 810-887-9853
jbaldwin@stclaircounty.org

GREG MCCONNELL
District 1
108 S. Hunter St.
Capac, MI 48014
Cell: 810-300-3368
gmccconnell@stclaircounty.org

LISA M. BEEDON
District 3
2877 Military St.
Port Huron, MI 48060
Cell: 810-683-9617
lbeedon@stclaircounty.org

DUKE DUNN
District 4
755 Victorian Woods Ct.
Marysville, MI 48040
Cell: 810-355-5226
ddunn@stclaircounty.org

DAVID RUSHING
District 6
12618 Masters Rd.
Riley, MI 48041
Home: 810-392-2127
drushing@stclaircounty.org

DAVE VANDENBOSSCHE
District 7
214 South Belle River Ave.
Marine City, MI 48039
Cell: 810-459-2710
dvandenbossche@stclaircounty.org

OFFICE ADDRESS:
200 Grand River Ave.
Suite 203
Port Huron, MI 48060
Phone: 810-989-6900
Fax: 810-985-3463
www.stclaircounty.org

VISION: We are the leader in innovative, customer-centered government.

MISSION: To continually improve public services that enhance the community for citizens and future generations of St. Clair County.

October 28, 2022

Ms. Monica Standel
105 Frantz St.
Capac, MI 48014

Re: Health Advisory Board

Dear Monica:

A review of various Boards and Commissions indicates that your term on the Health Advisory Board will expire on December 31, 2022. If you are interested in being considered for reappointment, please check the appropriate the box below. Your reappointment would be for a two-year term that would expire on December 31, 2024.

Please return this letter to the County Administrator/Controller's Office no later than Friday, November 18, 2022. If desired, you may submit your response by email to lkern@stclaircounty.org.

Sincerely,

Karry A. Hepting
Administrator/Controller

cc: Dr. Najibah Rehman

☐ I **do not** wish reappointment to the Health Advisory Board.

☒ I **wish** to be considered for reappointment to the Health Advisory Board.



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Steven Middle Initial: C Last Name: Gura

Home Address: 7737 Bryce Rd Home Phone: _____

City: Avoca Zip Code: 48006 Bus Phone: 810-989-5641

E-mail Address: steven.gura@gmail.com Cell Phone: 586-944-3245

I am at least 18 years of age: ☒ Yes ☐ No

Employer: St. Clair County Community College Title: Professor of Nursing

Nature of Employment: Full-time faculty and Occupational Coordinator

Educational Level: Graduate school Degree Received: Masters of Science in Nursing

Board and/or Commission interested in serving on: Advisory Board of Health

Community activities and/or experience: Registered nurse for over 25 years

18 years at McLaren Port Huron on pediatrics, OB, Case management

Community outreach through SC4

Previous Held Appointments: none Length of Appointment: N/A

Other information you wish to provide to qualify you to serve on the Board and/or Commission: I am looking for additional ways to use my education and experience to serve the community.

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

Steven Gura

Digitally signed by Steven Gura
Date: 2022.10.18 16:14:04 -04'00'

Signature

Date

From: aeddk@aol.com
Sent: Wednesday, November 16, 2022 7:19 PM
To:
Subject: Board of Health Reappointment
Categories: BOARDS & COMMISSIONS

EMAIL ORIGIN EXTERNAL: Use proper judgment and caution when opening attachments, clicking links, or responding to this email.

I wish to seek reappointment to the Board of Health.

Arnie Koontz



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Kenneth Middle Initial: S Last Name: Heuvelman

Home Address: 3520 Holland Park Ln Home Phone: _____

City: Port Huron Zip Code: 48060 Bus Phone: _____

E-mail Address: kenneth.heuvelman@odysseyvillage.com Cell Phone: 810-241-3605

I am at least 18 years of age: ☒ Yes ☐ No

Employer: Flint Odyssey House, Inc Title: Clinical Coordinator

Nature of Employment: SUD Coordinator and Clinician

Educational Level: Master's Degrees Degree Received: MS Psych, MS Clinical MH Counseling

Board and/or Commission interested in serving on: SCC Health Department Advisory Board of Health

Community activities and/or experience: _____

Co-Chair CSCB Substance Use Prevention, Treatment, and Recovery Workgroup

PHPD Chief's Community Resource Champions

Previous Held Appointments: _____ Length of Appointment: _____

Other information you wish to provide to qualify you to serve on the Board and/or Commission: Worked as part of the MDHHS CPS redesign workgroups for both intake assessment and safety assessment

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

Kenneth S Heuvelman Digitally signed by Kenneth S Heuvelman
Date: 2022.11.14 10:36:05 -05'00'

Signature

11/14/2022

Date

KEN HEUVELMAN MS, CAADC, CCS

Phone: (810) 241-3605
kheuvelman@gmail.com
www.linkedin.com/in/ken-heuvelman

Port Huron, MI 48060

EDUCATION

MS	Walden University, Clinical Mental Health Counseling	May 2022
MS	Montana State University - Billings, Psychology	June 2016
BA	University of Michigan - Flint, Psychology <i>Cum Laude</i> Minor in Substance Abuse Treatment	May 2014
CCL	Specs Howard School of Media Arts Radio Broadcasting	2002
	Television Broadcasting	2003

LICENSE/CERTIFICATION

Certified Advanced Alcohol and Drug Counselor (CAADC) C-03596	Exp. July 2023
Certified Clinical Supervisor S-20451	Exp. July 2025
Notary Public , St. Clair County, MI	Exp. Apr 2026

PROFESSIONAL EXPERIENCE

Flint Odyssey House, Inc., Port Huron, MI

Clinical Coordinator

2019 to Present

- Coordinate and oversee all activities related to the Port Huron location
- Manage site and consumer progress, safety and continuity of care
- Ensure compliance with state, federal, and CARF accreditation standards
- Oversee staff training and development, evaluate effectiveness of consumer care, and review staff performance
- Generate accurate QCS documentation and reporting in an efficient manner
- Complete consumer record audits in order to maintain contractual standards of treatment
- Collaborate with outside agencies in order to maintain and develop relationships

Mobile Overdose Response Team (MORT) Program Coordinator 2020 to Present

- Develop and oversee a Quick Response Team to service St. Clair County
- Maintain and develop partnerships with local and countywide First Responders
- Complete regular reports and evaluations according to MDHHS MODA and CDC expectations
- Provide Naloxone training and community education to increase overdose awareness

Outpatient Therapist 2017 to Present

- Conduct biopsychosocial evaluations for outpatient clients
- Administer personality, intelligence and process addiction screening tools
- Utilize ASAM placement criteria in determination of appropriate levels of care
- Maintain records according to CARF, State and Rimrock policies
- Provide individual and group counseling amongst all Outpatient levels of care

Rimrock, Billings, MT

Outpatient Therapist 2016 to 2017

- Conduct biopsychosocial evaluations for outpatient clients
- Administer personality, intelligence and process addiction screening tools
- Utilize ASAM placement criteria in determination of appropriate levels of care
- Maintain records according to CARF, State and Rimrock policies
- Lead Aftercare, Coping Skills, and Relapse Prevention outpatient groups
- Present educational materials to clients and the public
- Coordinate all IOP, continuing care and assessment referrals and intakes

Billings Clinic, Billings, MT

Mental Health Worker and Unit Clerk 2014 to 2016

- Mental Health Worker on both adult and youth inpatient psychiatric units
- Responsible for the safety and needs of the patients
- Assist RNs in monitoring vital signs, collecting lab specimens, and patient ADLs
- Lead adult and youth therapy groups
- Maintain overall therapeutic environment
- Responsible for patient charting in Cerner CIS medical records
- Member of Unit Partnership Council

Radio First, Port Huron, MI

WSAQ "Q-Country" 107 Broadcaster 2011 to 2014

- Live, on-air talent during a weekend overnight shift
- Presented local news, sports, and weather for the *Blue Water News Network*

HONORS AND AWARDS

Montana State University – Billings, Outstanding Graduate Student Leader 2016

- *Nominated*

PROFESSIONAL TRAINING

Gambling Disorder: Assessment, Diagnosis, and Treatment, *Rimrock*
Psychological First Aid, *National Center for Child Traumatic Stress*
Eating Disorders 101, *Rimrock*
Sexual Addiction 101, *Rimrock*
CPR, AED and Basic First Aid, *American Heart Association*
Naloxone Education, *Wellness Services*
Nonviolent Crisis Intervention, *Crisis Prevention Institute*

PROFESSIONAL SERVICE

St. Clair County SUD Prevention, Treatment, and Recovery Subcommittee

- *Co-Chair, 2020 – Present*
- *Member, 2018 – Present*

Port Huron Police Department Chief's Community Resource Champions

- *Member, 2022 – Present*

St. Clair County Opioid Executive Oversight Committee

- *Member, 2020 – 2021 (Dissolved)*

St. Clair County Opioid and Other Drug Summit Planning Committee, 2020

MDHHS CPS Redesign Virtual Town Hall, 2020

- *Panelist*

MDHHS CSA Centralized Intake SDM Workgroup, 2020 – 2021

MDHHS CSA Safety/Risk Assessment SDM Workgroup, 2022

PRESENTATIONS

Virtual Presentation, “What is Treatment? A Quick Overview of American Society of Addiction Medicine (ASAM) Treatment Criteria”, presented at St. Clair County Opioid and Other Drug Virtual Series, *September 14, 2020 & September 9, 2021*

Virtual Presentation, “State of the County”, presented at St. Clair County Opioid and Other Drug Virtual Series, *September 30, 2020 & September 30, 2021*

Virtual Presentation, “Understanding SUD and How to Help”, presented for St. Clair County Community College Professional Development Series, *March 26, 2021*

PROFESSIONAL AFFILIATIONS

American Counseling Association, 2018 – Present

American Psychological Association, 2013 – 2018

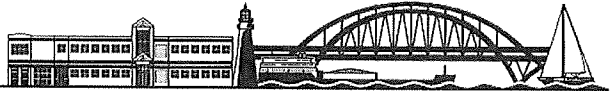
COMMUNITY SERVICE

Boy Scouts of America

Den Leader, 2017 – 2020



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Alyssa Middle Initial: M Last Name: Maturen

Home Address: 208 Huron Ave, Apt 304 Home Phone: 2318842051

City: Port Huron Zip Code: 48060 Bus Phone: -

E-mail Address: maturena@msu.edu Cell Phone: -

I am at least 18 years of age: ☒ Yes ☐ No

Employer: MSU Extension Title: Supervising Educator

Nature of Employment: Full Time

Educational Level: Master's Degree Received: Global Health

Board and/or Commission interested in serving on: Health Department

Community activities and/or experience: CDC Foundation School Liasion, Munson

Emergency Department Techician, MSU Global Health Peer Advisor and Social Media Manager

BWIP Member

Previous Held Appointments: NA Length of Appointment: _____

Other information you wish to provide to qualify you to serve on the Board and/or Commission: I have bachelors degrees in Neuroscience,

and Psychology (minor in Cognitive Science) and a Graduate Certificate in Medical Neuroscience. I plan to pursue an MD/JD after my extension grant is up.

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

ALYSSA MATUREN

Signature

11/15/22

Date



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Jody Middle Initial: N Last Name: Smith
Home Address: 713 Rawlins Home Phone: (810)824-3938
City: Port Huron Zip Code: 48060 Bus Phone: (810)966-1900
E-mail Address: drjody@jodysmithchiropractic.com Cell Phone: (810)434-4218
I am at least 18 years of age: ☒ Yes ☐ No

Employer: Jody Smith Chiropractic Title: Business Owner
Nature of Employment: Chiropractic Physician
Educational Level: Post Graduate Degree Received: Doctorate

Board and/or Commission interested in serving on: Advisory Board of Health,
or any that I may be of benefit to serve.

Community activities and/or experience: Kids in Distress toy drive 13 years,

Patient Centered Medical Home principle partner for Physician Healthcare Network and Lake Huron Medical Group 10 years,

Sponsor for multiple school sports teams, local marathons, and local sporting events.

Previous Held Appointments: Salvation Army Advisory Board Length of Appointment: 2 years
Board of Directors- Port Huron Yacht Club 3 years

Other information you wish to provide to qualify
you to serve on the Board and/or Commission:

I have been a practicing Chiropractic Physician in St. Clair County since 1999

I grew up here, I have raised my family here, and I would love to help our community better utilize local resources to be healthy.

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

[Signature]
Signature

November 29, 2022
Date

11-17-2022 Commission Meeting

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 11-17-2022 BOC	11/30/2022	Cover Memo

St. Clair County Board of Commissioners
Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

November 17, 2022 at 6:00 p.m.

Public Hearing: Proposed 2023 Budget for the County of St. Clair, MI

Chairman Bohm opened the Public Hearing at 6:00 pm.

Mary Conlan, 3589 Charles, Burtchville, MI 48059 RE: Budget/COVID Dollars

Chairman Bohm closed The public hearing at 6:04 p.m.

Agenda Item 1 – Pledge of Allegiance

Agenda Item – 2 Roll Call

McConnell, Baldwin, Beedon, Dunn, Rushing, Bohm - Present

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

Moved by Commissioner Rushing, supported by Commissioner Baldwin, to add
Resolution 22-62 Ratifying Collective Bargaining Agreement – St. Clair County
Prosecuting Attorneys Association under New Business as item 11AJ. Passed by
voice vote.

Agenda Item 4 – Approval of the Agenda

Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve the agenda as revised. Passed by voice vote.

Agenda Item 5– Approval of Minutes of Previous Meeting:

Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve and file the minutes of the 10/20/2022 Commission Meeting and the 11/03/2022 Standing Committee meetings. Passed by voice vote.

Agenda Item 7– Consent Agenda:

Moved by Commissioner Beedon, supported by Commissioner Dunn, to approve items 7A through 7H on the Consent Agenda. Passed by voice vote.

Reports of Standing and Special Committees:

Commissioner Rushing – Discussion with Wales Township Supervisor in regards to
path of solar panel/clarification

Commissioner Beedon - Community Mental Health implantation is online at
healthyscc.org

Citizens Wishing to Address the Board

Cathy Capone, 4084 Violet, St. Clair, MI 48079
RE: Maintenance of County Buildings

Geneva Bivens, 812 Holland Ave, Port Huron MI 48060
RE: Commissioners not speaking in to mics – unable to hear

Mary Conlan, 3589 Charles, Burtchville MI 48059
RE: Solar Panel taking up farmland/woods

Agenda Item 11A: Approval of County Disbursements – October 2022

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the October 2022 County Disbursements in the amount of \$33,937,358.70. Passed 6-0.

Agenda Item 11B: 2023 State Opioid Response (SOR 2) Project Funding Grant

Application Approval

Moved by Commissioner McConnell, supported by Commissioner Beedon, to approve the 2023 State Opioid Response (SOR 2) Project Funding Grant Application in the amount of \$33,580 with no local match required. Discussion. Passed by voice vote.

Agenda Item 11C: Community Health Needs Assessment (CHNA) and Community Information Exchange (CIE) Planning Grants

Moved by Commissioner Beedon, supported by Commissioner Dunn, to approve the Health Department's acceptance of funds from the Michigan Department of Health and Human Services (MDHHS) for the Community Health Needs Assessment (CHNA) and Community Information Exchange (CIE) planning grants in the amount of \$50,000. Funding will cover a one-year support agreement with Interwest for the Maternal and Infant Information Exchange HUB in the amount of \$18,036 and the memorandum of agreement with Blue Water Community Action (BWCA) for the provision of eviction/homelessness prevention services for the period of 11/01/2022 through 05/31/2023 in the amount of \$25,000. Passed by voice vote.

Agenda Item 11D: Health Department Staff Development 2022

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the Health Department request to close at 12:00 p.m. on 12/02/2022 for staff development. Passed by voice vote.

Agenda Item 11E: Thomson Reuters Westlaw Subscription

Moved by Commissioner McConnell, supported by Commissioner Beedon, to approve the one-year agreement with Thomson Reuters/Westlaw for the St. Clair County Library System in the amount of \$18,599. Passed 6-0.

Agenda Item 11F: St. Clair County Library System – Board of Trustees Bylaws Revision

Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve the amended bylaws of the St. Clair County Library System Board of Trustees as presented. Passed by voice vote.

Agenda Item 11G: FY 2023 Crime Victims' Rights Program Grant Agreement Approval

Moved by Commissioner Baldwin, supported by Commissioner Beedon, to approve FY 2023 Crime Victims' Rights Program Grant Agreement which will provide funding for 2.75 full time Crime Victims' Rights Advocates and 85% of a CVR Coordinator

position for the period of 10/01/2022 through 09/30/2023 in the amount of \$170,489 with no local match required. Passed by voice vote.

Agenda Item 11H: FY 2023 Michigan Drug Court Grant Agreement Approval

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve FY 2023 Recovery Court Grant agreement for the term of 10/01/2022 through 09/30/2023 in the amount of \$15,000 which is 100% state funded with no local match. Passed by voice vote.

Agenda Item 11I: FY 2023 Office of Highway Safety Planning Grant Agreement Approval

Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approve the FY 2023 Office of Highway Safety Planning Grant agreement for the period of 10/01/2022 through 09/30/2023 in the amount of \$30,000. This grant is 100% federally funded with no local match. Passed by voice vote.

Agenda Item 11J: FY 2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant EXTENSION #2

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the 2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant extension which does not change the funding award but will extend the grant term by 9 months until 09/30/2023. Passed by voice vote.

Agenda Item 11K: FY 2023 Michigan Mental Health Court Grant Program

(MMHCGP) Contract

Moved by Commissioner Beedon, supported by Commissioner Baldwin, to approve the FY23 Michigan Mental Health Court Grant Program (MMHCGP) Contract for the period of 10/01/2022 through 09/30/2023 in the amount of \$381,665. Passed by voice vote.

Agenda Item 11L: 2023-2027 Capital Improvement Program

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the 2023-2027 Capital Improvement Program as presented. Discussion. Passed by a voice vote.

Agenda Item 11M: Brownfield Redevelopment Authority Board of Directors -

Reappointment

Moved by Commissioner Dunn, supported by Commissioner McConnell, to reappoint John Steffy to the Brownfield Redevelopment Authority Board of Directors as District 7 Representative for a three-year term expiring 10/31/2025. Passed by voice vote.

Agenda Item 11N: Brownfield Redevelopment Grant Application

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the Brownfield Redevelopment Grant Application requesting up to \$500,000 as presented. Passed by voice vote.

Agenda Item 11O: Parks and Recreation Fees

Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve the St. Clair County Parks and Recreation Fee schedule as presented. Passed by voice vote.

Agenda Item 11P: Resolution 22-51 Annual County at Large Drain Assessments - 2022

Moved by Commissioner Dunn, supported by Commissioner Rushing, to adopt Resolution 22-51 approving the annual County-at-Large Drain Assessments in the amount of \$664,519.92. Discussion. Bob Wiley and Tony Youtsos from Drain Commission was available for questions. Passed 6-0.

Agenda Item 11Q: Resolution 22-53 Airport Sponsor Contract – Maintenance Automatic Weather Observation System

Moved by Commissioner McConnell, supported by Commissioner Baldwin, to adopt Resolution 22-53 approving the MDOT Contract for the continuing maintenance of the Automatic Weather Observation System (AWOS) at the St. Clair County Airport through 2027. Passed by voice vote.

Agenda Item 11R: Survey & Remonumentation Grant Application 2023

Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the 2023 Survey and Remonumentation Grant application in the amount of \$106,235 with no matching funds required. Passed by voice vote.

Agenda Item 11S: 2023 Pension and Retiree Healthcare Contribution Rates

Moved by Commissioner Baldwin, supported by Commissioner Beedon, to approve the 2023 Pension and Retiree Health Care Contribution Rates as presented. Passed by voice vote.

Agenda Item 11T: Resolution 22-59 One-Time Retention Payment 2022 County Association of Non-Union Employees (CANUE)

Moved by Commissioner Rushing, supported by Commissioner Dunn, adopt Resolution 22-59 approving a one-time retention payment for the County Association of Non-Union Employees (CANUE). Passed 6-0.

Agenda Item 11U: Commissioner Baldwin District 2 American Rescue Plan

Project – Port Huron Museum/Fort Gratiot Post Hospital Restoration Project

Moved by Commissioner Baldwin, supported by Commissioner Beedon, to District 2 American Rescue Plan project for the Port Huron Museum – Fort Gratiot Post Hospital restoration project in the amount of \$68,000. Discussion. Passed 6-0.

Agenda Item 11V: Commissioner Baldwin District 2 American Rescue Plan

Project – Township of Burtchville Fire Department Tower Top Amplifier

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve District 2 American Rescue Plan project for the Township of Burtchville Fire Department for the installation of a tower top amplifier to the Lakeport tower site in the amount of \$55,000. Passed 6-0.

Agenda Item 11W: Commissioner McConnell District 1 American Rescue Plan Project – Greenwood Township

Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approve District 1 American Rescue Plan project for Greenwood Township in the amount of \$50,000 for the replacement of a concrete approach slab at the fire hall and construction of a new pavilion at the township park. Passed 6-0.

Agenda Item 11X: Pre-Qualified Contractors List – Engineering Services & Architectural Services

Moved by Commissioner Dunn, supported by Commissioner Baldwin, to approve the Pre-Qualified Contractors List – Engineering Services & Architectural Services as presented. Passed by voice vote.

Agenda Item 11Y: Resolution 22-42 Waiving Investment Interest Earned

Moved by Commissioner Dunn, supported by Commissioner Rushing, to adopt Resolution 22-42 waiving investment earned on taxes collected by local units. Passed by voice vote.

Agenda Item 11Z: Resolution 22-45 Establishing Wages for CANUE 2023

Moved by Commissioner Beedon, supported by Commissioner Dunn, to adopt Resolution 22-45 establishing wages for CANUE for 2023. Discussion. Passed 6-0.

Agenda Item 11AA: Resolution 22-46 Elected Officials Wages for 2023

Moved by Commissioner Rushing, supported by Commissioner Dunn, to adopt Resolution 22-46 establishing salaries for elected officials for 2023. Discussion. Passed 6-0.

Agenda Item 11AB: Resolution 22-47 Establishing Compensation for Members of the Department of Health and Human Services Board for 2023 and 2024

Moved by Commissioner Beedon, supported by Commissioner Rushing, to adopt Resolution 22-47 establishing compensation for members of the Department of Health and Human Services Board for 2023 and 2024. Passed 6-0.

Agenda Item 11AC: Resolution 22-48 Establishing Board of Commissioners Compensation for 2023-24

Moved by Commissioner McConnell, supported by Commissioner Baldwin, to adopt Resolution 22-48 establishing Board of Commissioners compensation for 2023 and 2024. Passed 6-0.

Agenda Item 11AD: Resolution 22-49 Establishing Per Diems for Boards and Commissions

Moved by Commissioner Dunn, supported by Commissioner Rushing, to adopt Resolution 22-49 establishing per diems for Boards and Commissions. Discussion. Amended motion moved by Commissioner Dunn, supported by Commissioner Rushing to amend the motion to \$50.00 per day. Passed 6-0.

Agenda Item 11AE: Resolution 22-50 Budget Adoption - 2023

Moved by Commissioner Dunn, supported by Commissioner Rushing, to adopt Resolution 22-50 adopting the 2023 General Fund Budgets as presented. Discussion. Dena Alderdyce presented the 2023 budget numbers. Passed 6-0.

Agenda Item 11AF: Resolution 22-52 80/20 Cost Sharing Model Adoption 2023

Moved by Commissioner Beedon, supported by Commissioner Baldwin, to adopt Resolution 22-52 adopting the 80/20 cost sharing model for health insurance as set forth in the publicly funded health insurance contribution act. Passed 6-0.

Agenda Item 11AG: Resolution 22-54 Establishing Road Commission Compensation and Mileage for 2023

Moved by Commissioner Rushing, supported by Commissioner Dunn, to adopt Resolution 22-54 establishing compensation to be paid to members of the St. Clair County Road Commission for 2023. Discussion. Passed 6-0.

Agenda Item 11AH: Resolution 22-56 Transfer of \$700,000 to I -69 ITC Next Michigan Development Corp for St. Clair #1 Next Michigan Development Area (LDFA)

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to adopt Resolution 22-56 authorizing the transfer of \$700,000 to I-69 International Trade Corridor (ITC) Next Michigan Development Corporation St. Clair #1 Next Michigan Development Area (LDFA) to be used by the LDFA for acquiring two parcels of real property (approximately 23.19 acres) from the City of St. Clair. Passed 6-0.

Agenda Item 11AI: Resolution 22-60 Authorizing Michigan Department of Environment, Great Lakes and Energy (EGLE) Grant Submission

Moved by Commissioner Dunn, supported by Commissioner Beedon, to adopt Resolution 22-60 for the St. Clair County Parks to apply for funding for groin wall construction at North Channel County Park which requires a 25% local match commitment of a not to exceed amount of \$37,500 that will be funded out of the Parks and Recreation budget. Passed 6-0.

Agenda Item 11AJ: Resolution 22-62 Ratifying Collective Bargaining Agreement – St. Clair County Prosecuting Attorneys Association

Moved by Commissioner Rushing, supported by Commissioner Dunn, to adopt Resolution 22-62 Ratifying Collective Bargaining Agreement – St. Clair County

Prosecuting Attorneys Association for the period of 01/01/2023 through 12/31/2024.

Discussion. Passed 6-0.

Agenda Item 12 – Administrator’s Report

1. St. Clair County Road Commission has a vacancy. It will be posted in Sunday’s paper. November 30th is the deadline to apply. You must reside in the proper district. Appointment will be done by the Board of Commissioners.
2. Administration is working on updating the website for Boards/Commissioners. Project should be complete after the 1st of the year.
3. Ambulance agreements are coming in for the ambulance millage. There should be 20 different agreements regarding the distribution of funds.
4. Open house that took place for the Marine City Corridor is incorporating feedback for the Board.
5. Special revenue budgets will be on the December 8th meeting.
6. Retirement system is still down 15.7% as of September 30th.

Moved by Commissioner McConnell, supported by Commissioner Baldwin to accept the Administrator’s Report. Passed by voice vote.

Agenda Item 13 – Miscellaneous Business

Bohm – Waste Water Facility Extension

26 Mile Road Conversation – long term investments

Rushing - Contracts signed for the Blue Water Convention Center

Agenda Item 14 – Receive and File Packets:

Moved by Commissioner Dunn, supported by Commissioner Rushing, 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 Beedon, supported by Commissioner McConnell, to adjourn at 7:00 p.m. Passed by voice vote.

12-01-2022 Standing Committee Meetings

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	12-01-22 HS	12/2/2022	Cover Memo
📎	12-01-22 Jud_Pub Safety	12/2/2022	Cover Memo
📎	12-01-22 Env_Pub Works	12/2/2022	Cover Memo
📎	12-01-22 Ways	12/2/2022	Cover Memo



MINUTES

St. Clair County Board of Commissioners Human Services Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

December 1, 2022 at 6:00 PM

1. Roll Call/Opening/Pledge of Allegiance

Commissioner Vandebossche called the meeting to order at 6:00 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Duke Dunn, Dave Rushing and Dave Vandebossche

Commissioners Absent: Lisa Beedon, Jeff Bohm

The Pledge of Allegiance was recited.

2. Additions/Deletions/Changes to the Agenda

Moved by David Rushing, supported by Duke Dunn, to approve the agenda as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandebossche.

3. Citizens to be Heard

None

4. Updates

None

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. 2023 Memorandum of Agreement: MSU Extension Services in St. Clair County

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the 2023 Memorandum of Agreement with Michigan State University (MSU) for 2023 Extension services in St. Clair County in the amount of \$97,814. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

B. Michigan State University Extension (MSUE) - Office Closure Request 12/27/22 - 12/29/22

Moved by David Rushing, supported by Greg McConnell, to forward to the Regular Board meeting the recommendation to approve St. Clair County MSU Extension Office request to close their office in the County Administrative Office building Tuesday, 12/27/2022 through Thursday 12/29/2022. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Human Services Matters

None

9. Information Only

A. Health Department Points of Interest - November 2022

Moved by Greg McConnell, supported by Duke Dunn, to receive and file item 9A as information only. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

10. Receive and File Packets

Moved by Duke Dunn, supported by Jorja Baldwin, to receive and file packets and all information received. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjournment

Moved by Jorja Baldwin, supported by Duke Dunn, to adjourn at 6:03 p.m. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Lisa Beedon

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.



MINUTES

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

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

December 1, 2022 at 6:00 PM

1. Roll Call/Opening

Commissioner McConnell called the meeting to order at 6:03 p.m.

Commissioners Present: Jorja Baldwin, Duke Dunn, Dave Rushing, Dave Vandenbossche and Greg McConnell

Commissioners Absent: Lisa Beedon, Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by Jorja Baldwin, supported by Duke Dunn, to approve the agenda as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

None

4. Updates

Commissioner Vandenbossche: One remaining weather siren to be installed and all are scheduled to be on line by 1/1/2023.

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. Resolution 22-61 Establishing Rates for Criminal Indigent Defense Counsel

Moved by Duke Dunn, supported by Dave Vandenbossche, to forward to the Regular Board meeting the recommendation to adopt Resolution 22-61 establishing rates for criminal indigent defense counsel as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

B. Day Treatment/Night Watch Building Renovations / Move

Moved by David Rushing, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the Day Treatment/Night Watch building construction project as outlined in an amount not to exceed \$500,000. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Judiciary/Public Safety Matters

Commissioner Baldwin and the other Commissioners thanked Commissioner McConnell for his service and leadership.

9. Information Only

None

10. Receive and File Packets

Moved by Duke Dunn, supported by Dave Vandenbossche, to receive and file packets and all information received. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjournment

Moved by Jorja Baldwin, supported by Dave Vandenbossche, to adjourn at 6:13 p.m. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Greg McConnell

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MINUTES

St. Clair County Board of Commissioners Environmental/Public Works Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

December 1, 2022 at 6:00 PM

1. Roll Call/Opening

Commissioner Dunn called the meeting to order at 6:14 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Dave Vandenbossche, Dave Rushing and Duke Dunn

Commissioners Absent: Lisa Beedon, Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by David Rushing, supported by Jorja Baldwin, to approve the agenda as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

None

4. Updates

None

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. Airport Private Hangar Lease Assignment, Amendment and Consent of Owner (Lot T-6)

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the airport private hangar lease assignment, amendment and consent of owner from Betty MacArthur to John Neil for lot T-6 at the St. Clair County International Airport. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

B. Land Bank Authority Grant Application

Moved by David Rushing, supported by Jorja Baldwin, to forward to the the Regular Board meeting the recommendation to approve the Land Bank Authority Grant Application to the State Land Bank Authority requesting up to \$200,000 for blight elimination. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

C. Metropolitan Planning Commission Appointment

Moved by Jorja Baldwin, supported by David Rushing, to forward to the Regular Board meeting the recommendation to approve the appointment of Steven Tenniswood to serve on the Metropolitan Planning Commission representing the Education category for the remainder of a three-year term expiring 12/31/2023. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

8. Smiths Creek Landfill Activities Reports

A. Smiths Creek Landfill Activities Reports

Moved by Greg McConnell, supported by Dave Vandenbossche, to receive and file the Smiths Creek Landfill Activities reports. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

9. Other Environmental/Public Works Matters

None

10. Information Only

A. Monthly PARC Financial Documents

Moved by David Rushing, supported by Jorja Baldwin, to receive and file item 10A as information only. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

11. Receive and File Packets

Moved by Jorja Baldwin, supported by Dave Vandenbossche, to receive and file packets and all information received. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

12. Adjournment

Moved by Greg McConnell, supported by Dave Vandenbossche, to adjourn at 6:17 p.m. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Duke Dunn

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MINUTES

St. Clair County Board of Commissioners Ways and Means Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

December 1, 2022 at 6:00 PM

1. Roll Call/Opening

Commissioner Rushing called the meeting to order at 6:18 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Duke Dunn, Dave Vandenbossche and Dave Rushing

Commissioners Absent: Lisa Beedon, Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by Duke Dunn, supported by Jorja Baldwin, to approve the agenda as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

Steven Simasko - Avoca, MI

- Board of Commissioners email bylaws - January Organizational Meeting

Thomas Hull, Director - Juvenile Center

- Wrap around CMH services - ARPA funding

4. Updates

Commissioner Vandenbossche: ARPA funds retention payments - elected officials

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

- A. Resolution 22-58 Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions

Moved by Duke Dunn, supported by Greg McConnell, to forward to the Regular Board meeting the recommendation to adopt Resolution 22-58 authorizing \$1,247,135 from Child Care Fund to Public Improvement Fund. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

- B. Blue Cross Blue Shield Annual Renewal

Moved by Jorja Baldwin, supported by Duke Dunn, to forward to the Regular Board meeting the recommendation to approve the Blue Cross Blue Shield Schedule A and Stop Loss renewals as presented. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

- C. Contract Renewal Approval Request - NeoGov

Moved by Dave Vandenbossche, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the NeoGov renewal agreement for a term of 01/01/23 through 12/31/23 for baseline web-based talent management system and background check integration through 4/11/2024 for the total contract amount of \$30,679.46. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

- D. Health Department Manning Table Addition - Public Health Supervisor

Moved by Duke Dunn, supported by Greg McConnell, to forward to the Regular Board meeting the recommendation to approve the request to add a full time Public Health Supervisor to the Health Department manning table beginning 2023. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

- E. Ambulance Millage Distribution

Moved by Duke Dunn, supported by Greg McConnell, to forward to the Regular Board meeting the recommendation to approve the Ambulance Millage Distribution agreements with the following municipalities as presented: City of Algonac, Burtchville Township, Casco Township, Clay Township, Columbus Township, East China Township, Fort Gratiot Township, Grant Township, Greenwood Township, Ira Township, Kenockee Township, Kimball Township, City of Marine City, City of Marysville, City of Memphis, Mussey Township, City of Port Huron, Port Huron Township, Riley Township, City of St. Clair, St. Clair Township for a term of 1/1/2023 through 12/31/2026. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

- F. Commissioner McConnell - District 1 American Rescue Plan Project - Brockway Township

Moved by Greg McConnell, supported by Dave Vandenbossche, to forward to the Regular Board meeting the recommendation to approve District 1 American Rescue Plan project for Brockway Township for the replacement of a 22' culvert on Fulton Road over the McLain Drain in the amount

of 23,479.91. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

G. Commissioner McConnell - District 1 American Rescue Plan Project - Village of Capac

Moved by Greg McConnell, supported by Duke Dunn, to forward to the Regular Board meeting the recommendation to approve District 1 American Rescue Plan project for the Village of Capac in the amount \$40,000 for improvements to the Lions Park and a new Pocket Park at 201 N. Main Street. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

H. Commissioner McConnell - District 1 American Rescue Plan - Emmett Township

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve District 1 American Rescue Plan project for the Township of Emmett in the amount of \$50,000 for crossroad culvert repair/replacement and ditching projects. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Ways and Means Matters

None

9. Information Only

None

10. Receive and File Packets

Moved by Duke Dunn, supported by Jorja Baldwin, to receive and file packets and all information received. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjourn

Moved by Greg McConnell, supported by Dave Vandenbossche, to adjourn at 6:34 p.m. Carried - Voice Vote 5-0. Ayes: Baldwin, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Dave Rushing

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Contract Renewal Approval Request - Redstone Buyer LLC

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Renewal Approval Request - Redstone Buyer LLC	11/17/2022	Cover Memo
📎	RSA Quote	11/17/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Redstone Buyer LLC

VALUE: \$16,104

TERM: 36 months

CONTRACT TYPE: Service Contract

SERVICE DESCRIPTION: RSA Endpoint Security

DEPARTMENT(S): IT

COMMENTS: Three year renewal contract for RSA Endpoint Security SecurID



RSA Quote
RSA Security LLC US80
174 Middlesex Turnpike
Bedford MA
United States

Quote Creation Date 10/21/2022
Quote # Q500145247
Valid Until 11/20/2022
Quote Prepared By Matthew Dalbec
Email matthew.dalbec@securid.com

Customer Type: **New**

Quote Currency: **USD**

This quotation (i) expires if not accepted by the above date; and (ii) is subject to the terms and conditions set forth in Exhibit A, attached hereto.

Unless otherwise stated all currencies are in U.S. Dollars. Prices below do not include applicable taxes or shipping charges.

Sold To	Ship To	Bill To
County of St. Clair, Michigan	County of St. Clair, Michigan	County of St. Clair, Michigan
200 Grand River Ave, SUITE 203 POBOX Accounts Payable PORT HURON, Michigan 48060 United States	200 Grand River Ave, SUITE 203 POBOX Accounts Payable PORT HURON, Michigan 48060 United States	200 Grand River Ave, SUITE 203 POBOX Accounts Payable PORT HURON, Michigan 48060

Hardware/Software

Item	Description	Qty	Term	List Price	Disc. %	Disc. Amt.	Ext. Net Price
IDP-E2-S							
Serial Number:							
Licensed Quantity:	200	ID Plus E2 perU 1Mo	200	36	USD 4.00	44%	USD 12,696.00
Billing Plan Type:	Custom						USD 16,104.00
VIA-AC-S-USA							
Serial Number:							
Licensed Quantity:	200	SecurID Access hosted in USA	1	36	USD 0.00		USD 0.00
Billing Plan Type:	Custom						
Subtotal:							USD 16,104

Total Price:	USD 16,104.00
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Governing Agreements(s) / Miscellaneous:

This deal contains a one-time discount of \$3912.00. This value is valid once the order is placed with RSA by 10/28/2022 and will need to be revised if the deal close date changes.

The serial number covered under this conversion is 81374042

Custom Billing: SKU Quantity Unit Price Total

Year 1 IDP-E2-S 200 1.15 2760.00

Year 2 IDP-E2-S 200 2.78 6672.00

Year 3 IDP-E2-S 200 2.78 6672.00

Quote Acknowledged and Agreed to:

CUSTOMER OR PARTNER

RSA*

Signature: _____

Signature: _____

By (Name & Title) _____

By (Name & Title) _____

Date: _____

Date: _____

* 'SecurID' means (i) the RSA entity that has executed the governing agreement set forth in the row above, or (ii) if no governing agreement is set forth above, (a) RSA Security LLC, if customer is located in the United States, Mexico or South America; (b) the local RSA sales affiliate, if customer is located in a country outside of the United States, Mexico or South America in which RSA Security LLC has a local sales affiliate; or (c) RSA Security & Risk Ireland Limited or other authorized RSA entity if customer is located outside of the United States, Mexico or South America and in a country in which RSA Security LLC does not have a local sales affiliate.

Exhibit A to Master Quotation

Terms & Conditions

General Terms & Conditions

1. QUOTATION. Accepted quotations shall constitute an 'order', as that term is used herein. If the Customer utilizes its purchase order to indicate acceptance of the quotation, any terms in the purchase order which are inconsistent with the quotation or these General Terms and Conditions shall have no force or effect. The pricing set forth in the quotation is based on these terms and conditions. RSA reserves the right to change pricing if the Customer desires to change any such terms or conditions.

2. GOVERNING AGREEMENTS. The use of the software and/or hardware, managed services, hosted/SaaS, professional services, and/or the maintenance services listed on this Quotation (collectively the 'Products'), are subject to:

a. *For Customers who are end users:* The Governing Agreement(s) between RSA and Customer identified on the first page of the Quotation in the row entitled 'Governing Agreement(s) / Miscellaneous' and any further restrictions set forth in this Quotation. If the row entitled 'Governing Agreement(s) / Miscellaneous' does not identify such applicable agreement(s), then the Governing Agreement(s) for the Products shall be the applicable RSA agreement(s) located at: <https://www.rsa.com/en-us/company/standard-form-agreements> that is in effect on the date of the first signature of this Quotation.

b. *For Customers who are resellers / channel partners:* The rights to distribute or resell the Products listed in this Quotation are governed by the applicable reseller or distributor agreement by and between RSA and the reseller/channel partner. Such agreement (whether or not set forth on the first page of the Quotation in the row entitled 'Governing Agreement(s) / Miscellaneous'), and any further restrictions set forth in this Quotation, shall be deemed the Governing Agreement(s), provided, however, that the end user's right to use the Products shall be governed by the applicable RSA agreement(s) located at <https://www.rsa.com/en-us/company/standard-form-agreements> that is/are in effect on the date of the first signature of this Quotation.

c. For the avoidance of doubt, in the event of any conflicts between the terms of this Quotation and the Governing Agreement(s), this Quotation shall control. The terms and conditions of any purchase order or similar document provided by Customer, including but not limited to, any pre-printed terms thereon and any terms that add to, are inconsistent or conflict with the Governing Agreement(s) and/or this Quotation, shall be null and void and of no legal force or effect.

3. EXPORT LAW. All Orders submitted via the RSA quoting system ('CPQ') must be compliant with export economic sanctions laws and regulations of the U.S., EU and other applicable jurisdictions, including, but not limited to the following:

a. All information submitted by the Customer in connection with an Order must be accurate and thorough, including the Customer's correct legal name (void of acronyms), address and other required information in CPQ. Channel partner/ distributor represents and warrants that it is not the subject or target of, and that it is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

b. Customer agrees that, in connection with the Order, and any products or services in connection with the Order, you will not contract with or otherwise do business with any individual, company, organization or other entity, or with, in or involving any country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea), that is the subject or target of any U.S. or other government sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including but not limited to those imposed, administered or enforced from time to time by the U.S. government through the Office of Foreign Assets Control ('OFAC') of the U.S. Department of the Treasury, the Bureau of Industry and Security ('BIS') of the U.S. Department of Commerce, or the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom (collectively, 'Sanctions'), without having first obtained any required license or other government authorization or in any manner which would result in a violation of Sanctions by you or us.

c. Channel partner /distributor has adequate policies and procedures in place to ensure that, and will ensure that, the products, software and services provided in connection with the Order will not be exported, re-exported, sold, leased or otherwise transferred to, or utilized by, an end-user engaged in any of the following activities: (i) activities related to weapons of mass destruction, including any activities related to the design, development, production or use of: (A) nuclear weapons, materials or facilities; (B) missiles or the support of missile projects; or (C) chemical or biological weapons; (ii) terrorist activities; (iii) military end uses in or connected with certain government owned or controlled corporations of such countries as identified by U.S. and other applicable government licensing authorities; (iv) exploration or production of oil and gas in Arctic, deepwater (greater than 500 feet), or shale formations in Russia or in, by, or with Russian companies, territories, or any other entities as identified by BIS and/or OFAC.

d. Customer agrees to provide and enter in CPQ all required fields regarding the end-user of the products or services in connection with the Order, including name and/or address as applicable (excluding stocking or hosting orders where such information is not knowable) and attests to the fact that the end-user meets the requirements set forth above.

4. **ORDERS.** All orders are subject to credit approval. Customers shall be liable for RSA's lost profits and reimbursement of costs incurred and related obligations applicable to orders cancelled by the Customer including but not limited to all materials procured by RSA after acceptance of this order and/or in connection with the order. All order changes by the Customer are subject to acceptance by RSA. RSA reserves the right to revise the quoted price when such changes result in additional costs.

5. **DELIVERY.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. RSA place of manufacture. Pricing is based on continuous and uninterrupted delivery of the complete order. Charges for delivery of materials and supplies from the Customer to RSA or from the Customer's supplier to RSA are not included in quotations unless specified. If freight cost is not included in the Quote, it will be included in the invoice as an additional expense to the Channel partner/distributor. Title and risk of loss of finished work passes to the Customer upon delivery to the carrier.

6. **CLAIMS/LIENS.** Claims for defects, damages or shortages must be made by the Customer in writing no later than 30 calendar days after delivery. If no such claim is made, the materials shall be deemed accepted. By accepting the materials, the Customer acknowledges that RSA performance has fully satisfied all terms, conditions, and specifications. As security for payment of any sum due under the terms of an order, RSA reserves the right to hold and place a lien on all Customer property in RSA possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment as been guaranteed. If payment is not made, the Customer is liable for all collection costs incurred including court costs reasonable attorney fees.

7. **TAXES.** All amounts due for taxes, duties, tariffs and assessments will be added to the Customer's invoice and are the responsibility of the Customer. No tax exemption will be granted unless the Customer's current tax exemption certificate or other official proof of exemption accompanies the purchase order.

8. **TERM:** Notwithstanding anything to the contrary in this Quotation or the Governing Agreement(s), whether stated in a section entitled 'Grant of License' or elsewhere, no perpetual licenses are granted to Customer for the use of the Products and the following provisions shall apply: The initial term granted by RSA to Customer to use the Products (the 'Initial Term') shall commence on the effective date of this Quotation and remain in effect for (i) the period stated on the first page of this Quotation; or (ii) where no such period is so stated for three (3) years, unless sooner terminated in accordance with the Governing Agreement(s). The Initial Term shall automatically renew for additional one (1) year terms (each a 'Renewal Term'), unless RSA or Customer provides notice of non-renewal at least 90 days prior to such renewal date. The renewal rate will be at the same discount based on the then current price list.

9. **TERMINATION FOR CONVENIENCE.** No rights of termination for convenience will apply during the Initial Term or any Renewal Term, and any provisions to the contrary in the applicable Governing Agreement(s) will be deemed amended to give effect to this provision. The license/use rights granted hereunder shall not survive termination of the Governing Agreement(s) and such Agreement(s) are deemed amended to give effect to this provision.

10. **PRICING AND PAYMENT.** The 'Net Price' listed on the first page of this Quotation in the applicable row of the 'Products' table shows the total amount that Customer shall pay for the license/use of Products for the Initial Term and the payment method. Payment methods include Prepay, Annual (Quarterly/Monthly) in Advance, and custom. For example: for annual in advance RSA shall invoice Customer for one (1) year 's worth of license/use and maintenance fees (as applicable) for each year of the Initial Term and any Renewal Term. For example: if the Initial Term is three (3) years, RSA will send Customer an invoice for 1/3 of the 'Net Price' after the Products(s) is/are made available to Customer through electronic file transfer, shipment of media containing such Product, or delivery of account access information. In certain instances, RSA may invoice term licenses for Products in a different manner. In such a case, the amount due for each year of the term license shall be set forth in the row entitled 'Miscellaneous' on the first page of this Quotation. Unless otherwise set forth in the Governing Agreement(s), payment terms are net 30 days from the date of RSA's invoice.

11. **PRICE ADJUSTMENTS.** Upon notice and consent of Customer, but not more than once a year, the fees set forth in the applicable Order may be subject to an adjustment based upon increases in the most current published Consumer Price Index ('CPI') for the previous twelve-month period. The CPI will be measured as indicated in the column for Urban Wage Earners and Clerical Workers, U.S. City average (base index year 1982-1984=100) as published by the Bureau of Labor Statistics. This increase will be in addition to any other increases. Failure for Customer to consent to the CPI increase may result in a termination by RSA.

To ensure either Party is not disadvantaged by large fluctuations in critical components, labor or supply chain, the Parties may annually review of the cumulative change in costs. If these cumulative changes are less than +5% of the pricing, since the last annual review, there will be no change to the pricing. Should the cumulative change, meet or exceed +5% since the last annual review, the pricing will change by the cumulative changes of the cost. RSA will provide 30 days' advance notice of such an expected change. This Section only applies if pricing is fixed or specified in this Order. Notwithstanding anything to the contrary, any changes not presented during the annual review are hereby irrevocably waived.

12. **UNITS OF MEASURE.** When specified on this Quotation certain RSA Products or services are provided subject to limitations with respect to the number of users, servers, application-specific usage, hosts, asserting and relying parties, functionality options and/or restrictions. In such a case, these types of limitations and restrictions (collectively, 'Units of Measure') are incorporated herein by reference with respect to the applicable Products or professional services. Use of the Products or professional services beyond the applicable Units of Measure requires additional or modified license grants, and additional payment of applicable license and maintenance fees. The Units of Measure as of the date hereof for Products or professional services are located at <https://www.rsa.com/content/dam/rsa/PDF/units-of-measure.pdf>.

13. **BROKERAGE PRODUCTS.** Periodically, RSA may offer to supply or license certain products that are made by a third-party manufacturer/supplier and not RSA ('Brokerage Products'), and will be identified on this Quotation using 'Brokerage' or a similar descriptor. Notwithstanding any other provisions of this Quotation, Brokerage Products are subject to the standard license, warranty, indemnity or support terms of the third-party manufacturer/supplier (collectively referred to as 'Third Party Terms'), or an applicable agreement between Customer and such manufacturer/supplier and are otherwise provided by RSA on an 'AS IS' basis. RSA shall assist Customer to obtain such Third-Party Terms from the third-party manufacturer by providing registration information to such third party. Customer shall not bring any warranty or indemnity claims against RSA in relation to Brokerage Products. In no event shall RSA be liable to Customer for any damages that in any way arise out of or relate to any Brokerage Products.

14. **MARKETING.** To the extent that this Quotation offers to license/provide RSA Products, RSA may identify Customer for reference purposes and use Customer's logo in its marketing material.

15. **EXECUTION.** Please sign, date and return this Quotation to your RSA Representative at the address indicated on the front page hereof.

Family Court – GAL (Guardian Ad Litem) Attorney Contracts Rate Increase

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Family Court – GAL Attorney Contracts rate increase	12/5/2022	Cover Memo
📎	Letter to BOC - Attorney 2023	12/5/2022	Cover Memo



COUNTY OF ST. CLAIR



Office of the Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: December 5, 2022

Re: Family Court – GAL Attorney Contracts rate increase

The 31st Circuit Court Family Division contracts with attorneys to provide services for juveniles and families that come under jurisdiction of the court. The Court is requesting to increase the contracted attorney monthly retainer amount by 2.5% for 2023. The total cost to the 2023 budget would be \$260,175.

Currently, the Family Court's budget for court appointed attorneys is \$235,000. A portion of the attorney payments are reimbursed through the Raise the Age grant up to \$40,690. We do not anticipate needing to add additional funds to their budget at this time, however, we will continue to monitor their budget on a monthly basis.

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

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

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

THOMAS HULL
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: November 29, 2022
RE: Contracts for Lawyer-Guardian Ad Litem (L-GAL) and Contract Attorney for the 31st Circuit Court.

The 31st Circuit Court Family Division contracts with attorneys to provide services for juveniles and families that come under the jurisdiction of the Court. Since 2015, we have given the attorneys a cost of living increase comparable to the COLA awarded to employees. For 2023 we have increased their amount by 2.5%. This cost was not included in our budget for that line item. We are respectfully requesting that \$5,875 be moved from Professional Services (6749) line item to the Court Appointed Attorney (6799) line item.

The St. Clair County Courts have historically been below budget and we have no reason to believe that the increase will result in an additional expense to our Funding Unit.

Please feel free to contact me if you have any questions or need additional information.

Contract Approval Request - SHI International Corp

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - SHI International Corp	11/17/2022	Cover Memo
📎	SHI	11/17/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: SHI International Corp

VALUE: \$40,960.45

TERM: 11/1/22 – 10/31/23

CONTRACT TYPE: Software License

SERVICE DESCRIPTION: Splunk Cloud-Based Subscription License

DEPARTMENT(S): IT

COMMENTS: One year subscription for Splunk license with hosted data.



Pricing Proposal
Quotation #: 22674495
Created On: 10/25/2022
Valid Until: 11/1/2022

St. Clair County MI

David Kruppe

200 Grand River
Suite 203
Port Huron, MI 48060
United States
Phone: 810-989-6375
Fax:
Email: dkruppe@stclaircounty.org

Inside Account Executive

Thomas Feeney

290 Davidson Ave.

Somerset, NJ 08873
Phone: 732-667-2787
Fax:
Email: thomas_feeney@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Splunk Cloud - Subscription license (1 year) + Standard Success Plan - 1 GB per day - hosted Splunk - Part#: SE-S-CLD-ST Coverage Term: 11/1/2022 – 10/31/2023	1	\$38,059.07	\$38,059.07
2 Splunk Cloud - Subscription license - 500 GB increments - hosted Splunk - Part#: SE-S-STOR Coverage Term: 11/1/2022 – 10/31/2023	16	\$180.08	\$2,881.28
3 Splunk .conf User Conference Attendance Splunk - Part#: USER-CONF-REG Coverage Term: 11/1/2022 – 10/31/2023	1	\$20.10	\$20.10
Total			\$40,960.45

Additional Comments

Please Note: Splunk has a no returns policy

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

- By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
- By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Contract Renewal Approval Request - Waydon Enterprises, LLC

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Waydon Enterprises Extension 2023	11/21/2022	Cover Memo
📎	Addendum D Dive Team Warehouse 2023	11/21/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Waydon Enterprises, LLC

VALUE: \$43,368 total, \$3614/month

TERM: 1/1/23 – 12/31/23

CONTRACT TYPE: Building Rental

SERVICE DESCRIPTION: Rental of storage space for Dive Team and Hazmat Team

DEPARTMENT(S): Dive Team, Emergency Management

COMMENTS: Contract is inclusive of all utilities. This is a one-year renewal with no change in cost.



COUNTY OF ST. CLAIR



ADDENDUM D

Lease Agreement

Between County of St. Clair, MI (the County) and Waydon Enterprises, LLC (the Lessor)

Date: November 21, 2022

Document: Agreement Extension

The County and the Lessor have agreed to extend the contract effective January 1, 2019, for lease of 175 – 15th Street, Marysville, Michigan 48080. All terms and conditions of the agreement will remain unchanged with the exception of:

A. Lessor's address is: Waydon Enterprises, LLC
 1002 Michigan Street, Port Huron, Michigan 48060

B. The new expiration date is December 31, 2023

FOR THE LESSOR:

BY: _____
Wayne Brusate, Waydon Enterprises LLC

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____

McNaughton Hardcover Book Plans & DVD/Audio Subscription Plans

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Brodart CONTRACT APPROVAL 2023	11/21/2022	Cover Memo
📎	McNaughton Adult Book & DVD\Audio Subscription Plans	11/21/2022	Exhibit



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: Brodart Co. (McNaughton)

VALUE: \$50,148

TERM: 1/1/2023-12/31/2023

CONTRACT TYPE: Subscription

SERVICE DESCRIPTION: Hardcover Book Plans & DVD/Audio Plan

DEPARTMENT(S): SCC Library – System-wide

COMMENTS: This renewal is for a one year term. The Hardcover Book leasing is at an increase of 1.8% from 2021; there is no price change for the DVD/Audio Plan.



MCNAUGHTON ADULT BOOK LEASING
St. Clair County Library System

November 16, 2022

Angela Klocek
Technical Services Senior Librarian
St. Clair County Library System
St. Clair County Michigan
210 McMorran Boulevard
Port Huron MI 48060

RE: McNaughton Adult Book Leasing new pricing proposal

Dear Angela,

Thank you for your continued interest McNaughton Adult Book Leasing for St. Clair County Library System.

McNaughton popular subscription plans are tailored to meet the individual needs of your library. Each plan is designed with a specific number of allowances, which the library expends by ordering titles throughout the subscription year. The number of allowances required per book is based on the publisher's list price.

McNaughton's monthly list will provide your library access to current and forthcoming hardback adult editions of bestselling titles and travel guides. Our selections include titles from the major publishers and, since McNaughton does not include paperback editions, our list includes McNBound pre-bind editions of popular large print titles, first published in paperback and travel guides.

The Library's McNaughton subscription includes Free access to BIBZ®, Brodart's on-line collection development and acquisition web-site, to manage the lease book orders. In addition to providing McNaughton accounts access to most extensive title details including, cover images, availability, print runs and popularity, BIBZ® provides 24/7 access to the status of previous McNaughton orders, a summary of the library's current order including the number of allowances used and you can also verify your current allowance balance.

After reviewing this proposal, please feel free to contact Kim Langenderfer, your Library Services Consultant, kim.langenderfer@brodart.com, with any additional questions you may have and to discuss how to start McNaughton book leasing service.

Sincerely,

Robert Donnelly

Rob Donnelly, Vice President
McNaughton Subscription Services



MCNAUGHTON ADULT BOOK LEASING

Proposal for St. Clair County Library System

Overview

Brodart's focus- from its inception in 1939 through today - is libraries - and the services we provide to meet your unique needs. We build partnerships with each of our library customers and gain a comprehensive understanding of your workflows and processes.

The library community has relied on McNaughton since 1950's for the most sought-after titles. Staying up-to-date with the hottest new releases and popular authors can be a complicated and time-consuming task. We do the work for you by identifying upcoming high-demand titles and providing multiple copies of each, to help you get them in the hands of your patrons.

Executive Summary

Each McNaughton Lease plan is credited with a specific number of allowances. These allowances are "spent" by ordering materials. The allowance amount required for a particular item is based on the publisher's list price (see below for details).

With McNaughton, libraries can establish rotating collections of popular and bestselling material. New items are selected monthly from our annotated lists. We can help you establish a popular reading program, enhance an existing collection, or reduce your reserve list with multiple copies of high demand titles. The McNaughton Lease program helps you fill holds, meet patron demand, and increase circulation.

The McNaughton Lease program allows the library to encumber funds annually. All costs associated with ordering, cataloging and processing, and shipping are included — along with return freight costs when the library no longer needs the additional leased copies.

The library's unused allowances are automatically rolled over to the library's next McNaughton Contract.

Selections

MONTHLY SELECTION LISTS

Brodart's McNaughton selection committee has earned the reputation of providing the very best pre-publication selections and title/author information. Lists are posted 90 days pre-pub but the McNaughton review process begins five to six months before the scheduled publication date. After titles are selected Annotations are verified each month with the publisher to provide you with the most accurate and complete information available. Our monthly list includes bestselling adult authors and high-demand selections in a variety of popular genres including urban fiction.

The committee works to provide a balanced list that includes a mix of fiction genres and to identify debut authors who will become the standards of the future.

Factors considered in the McNaughton Title Selection:

- Publisher-provided info.
- Print run

- Planned media campaigns
- Comparable titles
- History of how authors and subjects have performed in McNaughton
- "Automatic inclusions" (e.g., Patterson, Evanovich, Baldacci)
- Anticipated blockbusters

Debut Authors

- New authors become the standards of the future
- McNaughton subscribers try new authors with a lease plan, so that the titles can be returned if they don't catch on
- Solid titles are never excluded in favor of debut authors
- We throw in a mix of new voices every month, relying primarily on publisher information and/or committee members reading advance copies

Balance

There is always a mix of fiction genres:

- General fiction - Science Fiction
- Mystery - Westerns (for diehard fans)
- Suspense - Romance
- Christian/Inspirational and titles for diverse audiences

Nonfiction

- Titles on political candidates (esp. every presidential election year)
- The latest diet and fitness books
- Celebrity bios and celebrity diet books
- Cookbooks

McNBound – FIRST EDITION PAPERBACK TITLES

McNaughton offers McNBound – a pre-bind service which converts first edition trade paperbacks into hardcovers since many popular titles including travel guides and large print titles are published first in paperback rather than hardcover. Using Brodart's in-house bindery, subscribers can order these titles through the hardcover subscription plan. McNaughton places pre-pub orders for titles that will be offered as McNBound editions and these titles are available for shipment prior to street date.

LARGE PRINT - McNaughton's Large print selections ensure that your library has access each month to current and forthcoming large print hardback editions of bestselling titles. Most recently, McNaughton expanded large print selections to include more Center Point & Grand Central titles. Our January, 2022 list of pre-pub Adult titles, which was posted on BIBZ® 11/3/2022, includes 21 large print titles.

The selection of large print titles is focused first on providing, whenever possible, large print editions of titles that have previously appeared on the McNaughton lists. This includes hardbound titles from the major large print publishers and, when needed, the committee selects trade paperback editions of titles that can be converted into hardback McNBound editions.

McNaughton selection lists can be reviewed and downloaded (in pdf or Excel format) through BIBZ®.

Ordering Options

Review, select, order and monitor the status of your McNaughton orders online at BIBZ® .com.

The Library's McNaughton subscription includes Free access to BIBZ® , Brodart's on-line collection development and acquisition web-site, to manage the lease book orders. In addition to providing McNaughton accounts access to most extensive title details including, cover images and availability, BIBZ® title detail cites print runs, tours, major motion picture tie-in, TV tie-in, debut novel, and journal reviews. BIBZ® also contains information on authors' previous works, which helps to predict popularity and patron demand when selecting prepublication titles.

BIBZ® provides 24/7 access to the status of previous McNaughton orders, a summary of the library's current order including the number of allowances used and you can also verify your current allowance balance.

Subscription Features

MCNAUGHTON INVENTORY AND PROCESSING

McNaughton maintains a separate inventory of titles that have been selected for the monthly annotated pre-pub selection lists. Back list titles are typically stocked or available for back order for 18 months.

McNaughton's dedicated processing department is located adjacent to the McNaughton inventory ensures that titles are picked, processed and shipped within 48 hrs. after receipt from publishers.

CATALOGING AND PROCESSING

You may choose to receive a full-level MARC record with item records and barcodes according to your needs. Brodart's commitment to book-in-hand cataloging results in full-level, accurate records. At the library's request, the McNaughton record can be customized to include an OCLC number. This means enhanced discoverability and better access for your patrons.

Our standard McNaughton processing includes a Mylar jacket and our distinctive McNaughton logo on a **Green, Orange or White insert**. The insert can also include a preferred classification number including genre and cutter on the spine, library location info, barcode and the ISBN.

Optional processing services include special "Hot Off the Press" or "My Lucky Day" inserts and the application of an RFID tag.

ALLOWANCES

The library's McNaughton Proposal outlines pricing for \$26, \$32, and \$35 allowances.

As an example, one allowance is required for each title retailing up to \$26. Additional allowances will be deducted for higher priced books. Two allowances will be deducted for books with a publisher list price of \$26.01-\$36.00. Each additional \$10 increment is equivalent to one additional allowance.

DAMAGED OR DEFECTIVE ITEMS

No-charge replacements will be provided for damaged items up to six months after receipt, and publisher defects will be replaced with no time limitations.

LOST OR STOLEN ITEMS

Libraries are not penalized for lost or stolen items - simply advise your customer care associate when applicable - the titles can count toward your 20% retention.

INVENTORY

The library is permitted to retain leased items for as long as desired. However, as a guide for optimum inventory levels, we recommend retaining no more than twice the number of materials covered in your annual lease plan at any given time.

You may wish to purchase items that continue to circulate. Items can be purchased for as little as \$1.50 each, based on the quantity purchased.

RETENTION

Keep 20% of the titles that get shipped to you within a subscription year at no extra charge. This arrangement is made on an on-going basis and is reflected on your monthly management reports. Our retention policy is based on titles shipped rather than titles returned, so your library is guaranteed 50% retention each year.

SHIPPING

All in-stock titles are shipped within 48 hours. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment. Shipments may be delivered via USPS using bound/printed matter rate, UPS, or FED EX Ground.

All shipping costs to and from your library are included in the subscription price. We provide prepaid labels for the return of leased materials.

If your library is part of a consortium or system, or if you have a single plan large enough to accumulate a shipment of 200 items or more, you may prefer the convenience of returns via motor freight, which can be arranged by your Brodart Customer Care Associate.

Management Reports

MONTHLY ALLOWANCE AND INVENTORY REPORT

Our monthly McNaughton report outlines current activity on your subscription within the previous reporting period.

Take the Next Step

We appreciate the opportunity to re-introduce you to McNaughton Lease program. If this new pricing meets your needs, please complete and submit the attached Proposal Acceptance form.



MCNAUGHTON ADULT LEASING

Pricing Proposal for the St. Clair Public Library System

	Fiction	Nonfiction	Large Print
Allowance Cut-Off	\$26	\$32	\$35
Allowances per month	210	10	10
Price per allowance	\$16.50	\$18.90	\$21.00
Total Annual Allowances	2,520	120	120
Sub-total	\$41,580	\$2,268	\$2,520
Shipping cost	\$0	\$0	\$0
Total cost	\$41,580	\$2,268	\$2,520
Less 2% annual prepayment discount	\$831.60	\$45.36	\$50.40
Annual subscription Cost	\$40,748.40	\$2,222.64	\$2,469.60
First Year Allowance Cost	\$16.17	\$18.52	\$20.58

Notes

The annual cost includes standard McNaughton cataloging and processing options, as described in the proposal. The above figures do not include applicable taxes.

Items offered in this proposal are available to your library at the prices quoted, up to the date shown on the Proposal Acceptance page.



PROPOSAL ACCEPTANCE
St. Clair County Library System

Printed Name

Signature

Title

Phone

Date

Return the completed form to the following address or fax to 800.999.6799:

McNaughton Book Service
P.O. Box 3006
Williamsport, PA 17701

To ensure that the pricing specified herein pricing remains in effect, please complete and return this Proposal Acceptance no later than 2/15/23.



Purchase Plus Audio and DVD Proposal

11/20/22

Angela Klocek
Technical Services Senior Librarian
St. Clair County Library System
St. Clair County Michigan
210 McMorran Boulevard
Port Huron MI 48060

Dear Angela:

Thank you again for your interest in DVD and Audio Purchase Plus Plans for the St. Clair County Library System.

Brodart's popular material plans are tailored to meet the individual needs of your Library. Each plan is designed with a specific number of points which the Library expends by ordering throughout the subscription year. The number of points required per item is based on the list price. The Library can use BIBZ® to manage your Purchase Plus service.

BIBZ®, Brodart's on-line collection development and acquisition web-site, is the only website that was designed for libraries that place Purchase Plus orders, **free of charge**. In addition to providing Brodart Purchase Plus accounts access to extensive title details including full text reviews, cover images, availability, print runs, and popularity, BIBZ® provides 24/7 access to the status of previous orders and you can also verify your current point balances.

After reviewing this proposal, please feel free to contact Kim Langenderfer-
kim.langenderfer@brodart.com, with any additional questions you may have.

Thank you for the opportunity to continue to offer your Library system an easy and cost-efficient means of satisfying the audio and DVD needs of your patrons.

Sincerely,

Robert Donnelly

Rob Donnelly, Vice President
Purchase Plus Subscription Services



Purchase Plus® Audio and DVD St. Clair County Library System

Overview

The Library community has relied on Brodart since 1950 to select and deliver the most sought-after titles. Staying up-to-date with the hottest new releases and popular authors can be a complicated and time-consuming task. Drawing from proven purchasing history, Brodart's diverse selection committee understands circulation demand and is widely recognized for our ability to determine which materials will be of greatest interest to your patrons. Our priority is to help you take high-demand titles off your reserve list and place them where they belong—in the hands of your patrons.

Executive Summary

Brodart's focus- from its inception in 1939 through today - is libraries - and the services we provide to meet your unique needs. We build partnerships with each of our Library customers and gain a comprehensive understanding of your workflows and processes.

Purchase Plus is designed to satisfy patron demand and offer a collection of popular materials quickly and easily. Our plans present valuable benefits catered specifically to meet Library needs.

Purchase Plus Services include:

- The ability to encumber funds
- Expertly compiled selection lists
- Free online BIBZ® Account Ordering
- Free shipping

Brodart's popular subscription plans are tailored to meet the individual needs of your Library. Each plan is designed with a specific number of points, which the library expends by ordering titles throughout the subscription year. The number of points required per book is based on the publisher's list price. The library can use BIBZ® to manage your Purchase Plus service.

With Purchase Plus, libraries can establish rotating collections of DVD and audio titles. New items are selected monthly from our annotated lists. We can help you establish a popular reading program, enhance an existing collection, or reduce your reserve list with multiple copies of high demand titles. The Purchase Plus program helps you fill holds, meet patron demand, and increase circulation.

The Purchase Plus program allows the library to encumber funds annually. All costs associated with ordering, cataloging and processing, and shipping are included — along with return freight costs when the library no longer needs the additional leased copies.

The library's unused points are automatically rolled over to the Library's next Purchase Plus Contract.

Selections

MONTHLY SELECTION LISTS

Brodart's Purchase Plus selection committee has earned the reputation of providing the very best pre-publication selections and title/author information. Lists are posted 60 to 90 days pre-pub but the Purchase Plus review process begins five to six months before the scheduled publication date. After titles are selected annotations are verified each month with the publisher to provide you with the most accurate and complete information available.



- Monthly selection lists can be reviewed and downloaded (in pdf or Excel format) through BIBZ®

Ordering Options

Review, select, order and monitor the status of your Purchase Plus orders online at BIBZ®.com.

The Library's Purchase Plus subscription includes **Free** access to BIBZ®, Brodart's on-line collection development and acquisition web-site, to manage the Purchase Plus orders. In addition to providing Purchase Plus accounts access to most extensive title details including, cover images and availability, BIBZ® title detail cites print runs, tours, major motion picture tie-in, TV tie-in, debut novel, and **free Library media journal reviews**. BIBZ® also contains information on previous works, which helps to predict popularity and patron demand when selecting prepublication titles.

BIBZ® provides 24/7 access to the status of previous Purchase Plus orders, a summary of the library's current order including the number of allowances used and you can also verify your current allowance balance.

ONLINE

BIBZ®.com allows you to review, select, and order any Purchase Plus title online, with 24/7 access, free downloadable MARC records, and quick access to annotations and cover images.

Subscription Features

PURCHASE PLUS INVENTORY AND PROCESSING

Purchase Plus maintains a separate inventory of titles that have been selected for the monthly annotated pre-pub selection lists. Back list titles are typically stocked or available for back order for 18 months. Titles that are not currently available in Purchase Plus's inventory may be moved from Brodart's central inventory or backordered from the publisher.

CATALOGING AND PROCESSING

You may choose to receive a full-level MARC record with item records and barcodes according to your needs. Brodart's commitment to book-in-hand cataloging results in full-level, accurate records. This means enhanced discoverability and better access for your patrons.

POINTS

The Purchase Plus Children's Lease plan is designated with a specific number of points which are spent by ordering titles throughout the subscription year. The number of points required per book is based on the publisher's list price. A table of point values is included on the pricing page.

DAMAGED OR DEFECTIVE ITEMS

No-charge replacements will be provided for damaged items up to six months after receipt, and publisher defects will be replaced with no time limitations.



SHIPPING

All in-stock titles are shipped within 48 hours. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment.

Shipments may be delivered via USPS using bound/printed matter rate, UPS, or FED EX Ground.

Management Reports

MONTHLY ALLOWANCE AND INVENTORY REPORT

Our monthly Purchase Plus report outlines current activity on your subscription within the previous reporting period.

Take the Next Step

We appreciate the opportunity to re-introduce you to Purchase Plus program. If after reading this proposal and reviewing the attached pricing you would like to continue to partner with us, please complete and submit the attached Proposal Acceptance form.



Purchase Plus® DVD and Audio Plans St. Clair County Library System

Annual DVD Point total 720
Price per point \$2.25
DVD subtotal \$1,620

Annual Audio Point total 960
Price per point \$2.25
Audio subtotal \$2,160
Subtotal \$3,780
Less 2% annual prepayment discount \$75.60
Annual Cost \$3,704.40

TABLE OF POINT VALUES

PUBLISHER LIST PRICE RANGE			PUBLISHER LIST PRICE RANGE			PUBLISHER LIST PRICE RANGE		
FROM	TO	POINTS	FROM	TO	POINTS	FROM	TO	POINTS
\$0.00	\$1.99	1	\$30.00	\$31.99	16	\$60.00	\$61.99	31
\$2.00	\$3.99	2	\$32.00	\$33.99	17	\$62.00	\$63.99	32
\$4.00	\$5.99	3	\$34.00	\$35.99	18	\$64.00	\$65.99	33
\$6.00	\$7.99	4	\$36.00	\$37.99	19	\$66.00	\$67.99	34
\$8.00	\$9.99	5	\$38.00	\$39.99	20	\$68.00	\$69.99	35
\$10.00	\$11.99	6	\$40.00	\$41.99	21	\$70.00	\$71.99	36
\$12.00	\$13.99	7	\$42.00	\$43.99	22	\$72.00	\$73.99	37
\$14.00	\$15.99	8	\$44.00	\$45.99	23	\$74.00	\$75.99	38
\$16.00	\$17.99	9	\$46.00	\$47.99	24	\$76.00	\$77.99	39
\$18.00	\$19.99	10	\$48.00	\$49.99	25	\$78.00	\$79.99	40
\$20.00	\$21.99	11	\$50.00	\$51.99	26	\$80.00	\$81.99	41
\$22.00	\$23.99	12	\$52.00	\$53.99	27	\$82.00	\$83.99	42
\$24.00	\$25.99	13	\$54.00	\$55.99	28	\$84.00	\$85.99	43
\$26.00	\$27.99	14	\$56.00	\$57.99	29	\$86.00	\$87.99	44
\$28.00	\$29.99	15	\$58.00	\$59.99	30	\$88.00	\$89.99	45

The annual cost includes standard Purchase Plus cataloging and processing options as described in the proposal. The above figures do not include any applicable taxes.

Items offered in this proposal are open to your library at the prices quoted through the date shown on the proposal acceptance page.



PROPOSAL ACCEPTANCE
PURCHASE PLUS® Audio and DVD Plans

St. Clair County Library System

Please sign and date below if you wish to accept the Purchase Plus proposal.

Printed Name

Signature

Title

Phone

Date

Return the completed form to the following address or fax to 800.999.6799:

Brodart
P.O. Box 3006
Williamsport, PA 17701

To ensure this pricing remains in effect, please complete and return this Proposal Acceptance no later than 2/15/23.

Contract Renewal Approval Request - Golder Associates, USA Inc.

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Renewal Approval Request - Golder Associates, USA Inc.	11/28/2022	Cover Memo
📎	Golder Associates, USA Inc.	11/28/2022	Cover Memo
📎	Golder Contract Extension 2023	11/28/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: Golder Associates, USA Inc. (WSP/Golder)

VALUE: \$31,655

TERM: 1/1/23 – 12/31/23

CONTRACT TYPE: Service

SERVICE DESCRIPTION: Monitoring services at Landfill/Thomas Road site

DEPARTMENT(S): Landfill

COMMENTS: Golder Associates currently performs groundwater, surface water, and leachate monitoring at the Smiths Creek Landfill and Thomas Road site. There is no change in pricing from the 2021-2022 agreement.

November 28, 2022

Proposal No. 202228214

Matt Williams

County of St. Clair, Michigan
6779 Smiths Creek Road
Smiths Creek, Michigan 48074

**PROPOSAL FOR 2023 ENVIRONMENTAL MONITORING SERVICES
SMITHS CREEK AND THOMAS ROAD LANDFILLS
SMITHS CREEK, MICHIGAN**

Dear Mr. Williams:

Golder Associates USA Inc., Member of WSP, (WSP/Golder) has prepared this letter for the County of St. Clair, Michigan (County) to propose a continuation of our current contract for one additional year at the same rates in our current contract for environmental monitoring services at Smiths Creek and Thomas Road Landfills. WSP/Golder's services for both the Smiths Creek and Thomas Road Landfills will be invoiced on a lump sum basis in accordance with the rates listed in the table below.

As described in previous contracts, Thomas Road Landfill monitoring is performed in a single annual monitoring event with associated reporting. Smiths Creek Landfill monitoring is performed on a quarterly basis, with surface water and leachate monitored every quarter, while groundwater is monitored on only a semiannual basis.

COST AND SCHEDULE

Consistent with our previous annual monitoring periods, WSP/Golder proposes to complete the scope of work the following rates:

Site	Billing Type	Rate
SMITHS CREEK LANDFILL		
First Quarter 2023	Lump Sum	\$3,475
Second Quarter 2023	Lump Sum	\$10,400
Third Quarter 2023	Lump Sum	\$3,475
Fourth Quarter 2023	Lump Sum	\$9,505
THOMAS ROAD LANDFILL		
Annual Monitoring Event	Lump Sum	\$4,800
MAXIMUM ANNUAL COST		\$31,655

Consistent with our previous contract, the above rates include field sampling, laboratory analysis, and report preparation, as described in the original request for proposals (RFP-LF-0612-236) from the 2012 calendar year, with extensions through 2021.

The rates presented above are based on information known to WSP/Golder. If conditions change or unforeseen circumstances are encountered, these estimates may require modification. No work will be performed beyond the current scope of services and budget without the pre-approval of the County.

Authorization to Proceed

WSP/Golder will perform its services in accordance with the terms and conditions dated October 24, 2012, with extensions through 2021. If this proposal is acceptable, we assume the County will issue a purchase order in the amounts specified above as well as an updated extension.

CLOSING

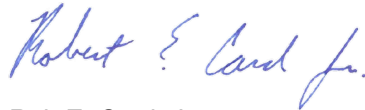
WSP/Golder appreciates the opportunity to provide this proposal to the County of St. Clair, Michigan. Please contact the undersigned if you have any questions or comments regarding the proposed scope of work and costs, or if you need additional information or need clarification of information presented

Sincerely,

Golder Associates USA Inc.



Carolyn E. Powrozek, CPG
Lead Consultant, Senior Geologist



Rob E. Card, Jr.
Assistant Vice President



**Standard Rate Schedule
for WSP Earth & Environment
Effective January 1, 2023**

WSP STANDARD 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
A-06	Office Coordinator	\$84
A-07	Project Coordinator	\$104
A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$150
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
T-10	Lead Technician	\$160
LD-6	Coordinator, Technical Engineering Support	\$89
LD-7	Senior Coordinator, Technical Engineering Support	\$105
LD-8	Specialist, Technical Engineering Support	\$125
LD-9	Sr. Technical Engineering Support Specialist	\$145
LD-10	Lead Design/Technical Engineering Support Specialist	\$160
P-7	Assistant Consultant, Engineer/Scientist	\$105
P-8	Associate Consultant, Engineer/Scientist	\$120
P-9	Consultant, Engineer/Scientist	\$141
P-10	Senior Consultant, Engineer/Scientist	\$164
X-11	Lead Consultant, Engineer/Scientist	\$185
X-12	Sr. Lead Consultant, Engineer/Scientist	\$225
X-13	Director, Engineer/Scientist	\$265
X-14	Senior Director, Engineer/Scientist	\$285
X-15	Principal Director, Engineer/Scientist	\$295

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



COUNTY OF ST. CLAIR



ADDENDUM H

Regulatory Monitoring Services, Smiths Creek Landfill and Thomas Road Landfill

Between County of St. Clair, MI (the County) and Golder Associates, USA Inc. (the Provider)

Date: November 28, 2022

Document: Agreement Extension

The County and the Provider have agreed to extend the contract effective November 1, 2012, for Regulatory Monitoring Services. Per Golder Associates USA Inc. Proposal No.202228214, all terms and conditions of the agreement will remain unchanged with the exception of:

A. The new expiration date is December 31, 2023

FOR THE PROVIDER:

BY: _____
Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____

BY: _____
Matthew Williams, Manager

DATE: _____

Contract Renewal Approval Request - The Library Network

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Renewal Approval Request - The Library Network	11/28/2022	Cover Memo
📎	The Library Network	11/28/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: The Library Network

VALUE: \$30,057

TERM: 10/01/22 – 9/30/23

CONTRACT TYPE: Professional Service

SERVICE DESCRIPTION: System-wide delivery service of books with 3, 4 or 5- day delivery Monday – Friday.

DEPARTMENT(S): Library – All Branches

COMMENTS: This is an extension of an existing contract. Pricing and service remain the same as the 10/1/22 – 9/30/23 term.



DATE: November 28, 2022

TO: Allison Arnold, Director
St. Clair County Libraries

FROM: Steven K. Bowers, Director, The Library Network

SUBJECT: Delivery Services for October 1, 2022 through September 30, 2023

As agreed, The Library Network will provide the following delivery services to St. Clair County Libraries for the above stated period. Charges for this services will be invoice by TLN as follows and agreed:

LIBRARY	2022-23 Required Days @ \$699 per day	Total Costs per Building	Oct-Dec '22 (25% of Fee)	Jan-Sept 2023 (75% of Fee)	TOTALS
St. Clair County Library	5	3,495	873.75	2,621.25	3,495.00
-- Algonac-Clay Public Library	4	2,796	699.00	2,097.00	2,796.00
-- Burtchville	3	2,097	524.25	1,572.75	2,097.00
-- Capac Public Library	3	2,097	524.25	1,572.75	2,097.00
-- Ira Township Library	3	2,097	524.25	1,572.75	2,097.00
-- Kimball-G. Lynn Campbell Library	4	2,796	699.00	2,097.00	2,796.00
-- Marine City Public Library	4	2,796	699.00	2,097.00	2,796.00
-- Marysville Public Library	5	3,495	873.75	2,621.25	3,495.00
-- Memphis Public Library	3	2,097	524.25	1,572.75	2,097.00
-- St. Clair Public Library	5	3,495	873.75	2,621.25	3,495.00
-- Yale Public Library	4	2,796	699.00	2,097.00	2,796.00
TOTAL for St. Clair County Libraries		\$ 30,057	\$ 7,514.25	\$ 22,542.75	\$ 30,057.00

TLN appreciates your support and patronage of our delivery services and we look forward to serving you for the coming year. Please notify Rick Rosekrans in the Business Office (rosekrans@tln.org) of any purchase order number required for invoicing prior to billing periods.

Steven K. Bowers, Director
The Library Network

Allison Arnold, Director
St. Clair County Libraries

Category: 200

Number: 241

Subject: **COUNTY PROCUREMENT CARD POLICY**

Purpose: The purpose of this policy is to:

1. Provide the County with a more efficient method of making small dollar purchases. The procurement card system should result in an increase in savings and provide other cost reductions to the County by eliminating many of the necessary steps and paperwork now required to make small dollar purchases.
2. Assure that the County complies with the laws of the State of Michigan regarding the use of procurement cards by a government entity.
3. Communicate to County Elected Officials, Department Heads, County Employees, and the Public the formal Procurement Card Policy of the Board of Commissioners.

Authority: County of St. Clair Board of Commissioners

Application: This policy applies to all County Departments under the legal authority held by the Board of Commissioners as related to Procurement Cards.

Responsibility: The Administrator/Controller shall have the responsibility to implement and administer this policy.

Definitions: **Cardholder** is a County official or employee who has signed the cardholder agreement and has received a procurement card.

EIN Number is the employer identification number, which represents our tax-exempt status.

Merchant Category Code List (MCC) is a four-digit code used by the bankcard industry to classify a merchant's primary business. The MCC describes a merchant's product, service, or nature of business. In cases where a merchant is engaged in more than one type of business, the MCC will reflect the merchant's primary line of business.

Procurement cards are County owned credit cards that are used for purchasing official county business goods and services with a value of \$4999.99 or less. Exceptions to this rule shall be approved by the Purchasing Department and/or the County Administrator/Controller.

Program Administrator is the individual responsible for implementing and administering the County Procurement Card Program.

Purchase receipt can be the signed credit card slip that the cardholder will receive from the vendor upon completion of the sale, a signed voucher by cardholder, a faxed copy of bill of sale, or a printed version of an internet order completion/vendor acknowledgement form.

General: The Procurement Card Purchasing System is designed to streamline processes and reduce expenses associated with procurement activities. It shall enhance our current purchasing system. The procurement card shall be used to procure low-value expense items. There will be no purchase order number required. The cardholder will make a purchase by charging it on the procurement card. The financial institution shall bill the County once each month. The Accounting Department shall record transactions upon receipt of purchase receipts and approval form from the department manager.

Policy: **Cardholder**

The cardholder must be an official or employee of the County.

Cardholders shall use the card for the purchase of official County goods or services.

The intended cardholder shall sign a Cardholder Acknowledgment form prior to receiving a card.

Cardholders shall be held accountable and responsible for their procurement cards.

The cardholder shall be responsible for ensuring the safety and integrity of the card at all times.

Cardholders shall sign all purchase receipts for validation purposes. The cardholder shall be required to obtain the detailed register receipt for over the counter purchases. When ordering over the phone, the cardholder shall request that a purchase receipt be emailed, faxed or post mailed with the item shipped to the ordering cardholder's attention. When ordering via the internet, a printed copy of completed order form showing the order acknowledgement from the vendor, shall serve as the purchase receipt.

Cardholders shall forward all purchase receipts to the individual specified in the County Procurement Card Procedures.

Cardholder shall be responsible for notifying the merchant that the County is a tax-exempt entity.

Cardholders shall be responsible for reporting immediately any fraudulent use or misapplication of the card to the department head and the Program Administrator.

Cardholders are responsible and accountable for adherence to the established per purchase and monthly limits set for their card.

Cardholders and the Program Administrator shall investigate any disputed charge immediately and complete the disputed charges form as necessary.

Cardholders shall be responsible for immediately notifying the financial institution and the Program Administrator if a card is lost or stolen.

Returned goods shall be the responsibility of the cardholder to coordinate with the vendor.

Department Head

The department head shall establish the cardholder(s) for his or her department. A County official or department head shall complete a Procurement Card Account Application form for the individual in need of a card.

The department head shall be responsible for immediately notifying the Program Administrator of any employment status changes with cardholder(s) in his or her area.

The department head or designee shall be responsible for approving all purchases made by a cardholder in his or her area. The reconciliation documents must be submitted to the Program Administrator prior to the fifth (5th) day of each month. . Late submissions of approved statements to the Program Administrator may not be allowed. Procurement cards may be cancelled for employees or departments who do not submit payment information on a timely basis.

Procurement Card

The procurement card will be used for COUNTY BUSINESS ONLY. NO PERSONAL USE, NO CASH ADVANCE, AND NO CASH REFUNDS SHALL BE TOLERATED. The aforementioned transactions shall be considered misappropriation of County funds.

Only the official or employee's name that appears on the card may use that card.

Several controls are available from the financial institution to the County and may be implemented for each person with a card. The County

official or department head shall establish the limits. The Program Administrator shall approve all requests.

The financial institution will replace lost or stolen cards. When an endeavor to exceed the limits established for a specific card is made, the transaction will be rejected when the merchant attempts to process the sale.

The County EIN shall be printed on the face of the card.

The signed purchase receipt will serve as the receiving document.

When applicable, all efforts should be made to consolidate purchases to maximize the monetary value of each transaction.

Billing

A monthly statement shall be sent to each cardholder summarizing the charges made against his or her card.

The statements will be paid upon approval by the County Finance Director or designee.

Misuse of Procurement Card

Violation of Procurement Card Policies and Procedures shall result in but not exclusive to discontinuance of procurement card purchasing privileges for the cardholder, and may result in discipline up to and including discharge, reimbursement to the County for unauthorized expenditures, and criminal prosecution.

To the extent any County policies or resolutions conflict with this policy in whole or in part, they are hereby rescinded.

Administrative

Procedures: Reference County of St. Clair Procurement Card Purchasing Procedures ~~dated 2/27/02 as amended-~~

Periodic

Review: The Administrator/Controller or County Board of Commissioners shall review this policy as needed.

Effective Date: 02/27/02

Amended Date: 05/16/07

Amended Date: 12/14/11

Amended Date: 12/08/16

Amended Date: 12/08/22

2023 Board of Commissioners' Meeting Schedule

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	2023 Board of Commissioners' Meeting Schedule	11/22/2022	Cover Memo

2023 Board of Commissioners' Meetings Schedule

January

January 05, 2023 – Organizational Meeting

January 19, 2023 – Regular Full BOC

February

February 02, 2023 – Standing Committee Meetings

February 16, 2023 – Regular Full BOC

February 27, 2023 – Legislative Lunch

March

March 02, 2023 – Standing Committee Meetings

March 16, 2023 – Regular Full BOC

April

April 06, 2023 – Standing Committee Meetings

April 20, 2023 – Regular Full BOC

May

May 04, 2023 – Standing Committee Meetings

May 15, 2023 – Legislative Lunch

May 18, 2023 – Regular Full BOC

June

June 01, 2023 – Standing Committee Meetings

June 15, 2023 – Regular Full BOC –Travel Meeting 4:00 p.m. – (location TBD)

July

July 06, 2023 – Standing Committee Meetings

July 20, 2023 – Regular Full BOC – Travel Meeting 4:00 p.m. – (location TBD)

2023 Board of Commissioners' Meetings Schedule

August

August 03, 2023 – Standing Committee Meetings

August 17, 2023 – Regular Full BOC – Travel Meeting 4:00 p.m. – (location TBD)

August 21, 2023 – Legislative Lunch

September

September 07, 2023 – Standing Committee Meetings

September 21, 2023 – Regular Full BOC – Travel Meeting 4:00 p.m. – (location TBD)

October

October 05, 2023 – Standing Committee Meetings

October 19, 2023 – Regular Full BOC

November

November 02, 2023 – Standing Committee Meetings

November 16, 2023 – Regular Full BOC

November 20, 2023 – Legislative Lunch

December

December 07, 2023 – Standing Committee Meetings

December 14, 2023 – Regular Full BOC (last one of the year)

Note: All Regular Board and Standing Committee Meetings begin at 6 p.m. (on Thursdays) and are held at the County Administrative Office Building, unless otherwise posted.

Resolution 22-57 Adopting 2023 Special Revenue Funds Budgets, Amending the 2022 General and Special Revenue Funds Budgets

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	2023 SR Budget Adoption and GF and SRF Adjustment Memo 12.8.22	12/2/2022	Cover Memo
📎	2023 Special Revenue Fund Budgets Exhibit A	12/1/2022	Cover Memo
📎	2022 General Fund Amendments Exhibit B	12/1/2022	Cover Memo
📎	2022 Amended Special Revenue Fund Budgets Exhibit B	12/1/2022	Cover Memo
📎	FY2023 Budget proposal memo to County BOC_Library	11/29/2022	Cover Memo
📎	Resolution 22-57 Adopting 2023 Special Revenue Funds Budgets, Amending the 2022 General and Special Revenue Funds Budgets	11/22/2022	Cover Memo



COUNTY OF ST. CLAIR



Office of the Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: November 30, 2022

Re: 2023 Special Revenue Fund Budgets and 2022 Budget Adjustments

Attached are the final proposed amendments to the 2022 General Fund budget, proposed amendments to the 2022 Special Revenue Fund budgets and the proposed 2023 Special Revenue Fund budgets.

GENERAL FUND:

The General Fund amendments represent adjustments to update the budget for:

- Adjustments to grant revenues and expenditures
- Reductions in revenues in District Court & Inmate Billing departments due to the continuing impacts of COVID-19 and legislature changes
- Increase in revenues to Probate Court and Public Guardian due to increase in clients
- Increase in revenue and expenditures for the 2022 Elections
- Increase to Property Tax revenues for increase in 2022 taxable values
- Adjust drain at large to actual
- Reduction of Dog License fee revenues
- Increase of federal prisoner board and care and telephone use fee revenues
- Reduce interest revenue and increase Deeds recording fees revenue
- Increase in expenditures of \$400,000 for pension contribution to meet ADC
- Increase appropriation by \$450,000 to the Public Improvement fund for capital projects
- Eliminate contingency of \$206,607

The County has continued to see some revenue declines due to COVID-19 in 2022. Most of the County departments have been careful with their spending and are expected to end the year under budget. However, there are some line items we had to adjust due to inflation such as fuel, utilities and supplies. After all the above proposed adjustments, we expect the General Fund to end with a gain of \$227,020.

SPECIAL REVENUE FUNDS:

The Special Revenue Funds are used to account for specific revenues that are restricted for a specific purpose such as a millage fund. Some notable adjustments and changes to the Special Revenue Funds are as follows:

2022 BUDGET ADJUSTMENTS:

Convention Center:

An increase in revenues and expenditures of \$400,000 and \$500,000, respectively, due to the Convention Center being back up to full operation in 2022. We had also received a \$1 million dollar grant for lost revenue that is accounted for as revenue in the budget adjustments.

Child Care Fund:

Administration has a resolution on the agenda for fund balance reversion of the Child Care fund from 2021. During the audit it was noted that this fund has built up a significant fund balance due to over appropriation. You will notice a budgeted transfer out in the amount of \$1,247,135 from the Child Care fund which will be placed in the Public Improvement fund for capital improvement projects.

2023 PROPOSED BUDGETS:

Park and Recreation Fund:

The 2023 Park and Recreation budget includes the following manning table changes:

Additions

3 – Full Time Maintenance Workers

Deletions

2 – Part Time Park Ranger II

\$50,000 in seasonal worker wages

The net increase in salaries and fringes for the above manning table changes totals \$78,734. The Park and Recreation fund has the fund balance to support these changes. As with many county departments, the Park and Recreation department is also seeing high turnover and many vacancies in their part time positions. Converting these positions to full time will help with the turnover they are experiencing. These full-time maintenance workers are also needed due to the addition of the North Channel park in Clay Township.

Library:

The Library's budget has increased by 40% from the prior year due to the new millage that was passed in August. There is a memo attached from the Library Director explaining the changes and increases in their proposed 2023 budget. Below are manning table changes that are being requested. The proposed increase for these changes would be \$96,513.

Additions

Account Clerk II

4 - Library Technicians

Graphic Designer and Marketing Associate (II-E)

Deletions

Account Clerk I

1 - Account Clerk I

3 – Clerk I's

Most other Special Revenue Fund budgets remain consistent from the prior years, with a few showing a planned use of fund balance. All fund balances remain strong and are within County policy guidelines. At this time, I request approval of the proposed 2022 amendments to the General Fund and Special Revenue Funds and the approval of the 2023 Special Revenue Fund budgets.

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2023 Budgets**

EXHIBIT "A"

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	VETERAN'S MILLAGE	PROSECUTOR'S FORFEITURES	LIBRARY
<u>REVENUES</u>						
Taxes	3,441,834	-	-	696,926	-	8,473,750
License & Permits	-	-	345,285	-	-	-
Intergovernmental - Federal	-	231,214	3,527,018	-	-	-
- State	12,000	24,024	1,145,809	93,831	-	212,000
- Other	-	-	-	-	-	8,000
Charges for Services	140,118	50,000	2,347,066	-	-	44,800
Fines & Forfeits	-	-	-	-	50,000	375,000
Interest & Rents	4,250	6,000	-	100	-	13,850
Other Revenues	43,500	3,000	5,770	10,000	-	6,475
TOTAL REVENUES	3,641,702	314,238	7,370,948	800,857	50,000	9,133,875
<u>EXPENDITURES</u>						
Judicial	-	336,253	-	-	-	-
General Government	-	-	-	-	40,000	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	9,156,000	713,582	-	-
Recreation & Culture	4,308,324	-	-	-	-	7,364,072
Community and Economic Development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	4,308,324	336,253	9,156,000	713,582	40,000	7,364,072
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	-	-	1,785,052	-	-	-
Other	-	15,000	-	-	-	-
Operating Transfers Out	(213,049)	-	-	(87,275)	-	(494,131)
	(213,049)	15,000	1,785,052	(87,275)	-	(494,131)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	(879,671)	(7,015)	-	-	10,000	1,275,672
Estimated Fund Balance at Start of Year	1,848,084	968,632	6,981,302	376,290	209,393	3,200,594
Estimated Fund Balance at End of Year	968,413	961,617	6,981,302	376,290	219,393	4,476,266

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2023 Budgets**

EXHIBIT "A"

	CDGB HOUSING	HUD HOUSING	DRUG TASK FORCE MILLAGE	DRUG LAW ENFORCEMENT (FORFEITURES)	SENIOR CITIZENS MILLAGE	DEPARTMENT OF HUMAN SERVICES
<u>REVENUES</u>						
Taxes	-	-	3,898,894	-	5,634,518	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	-	-	5,000	-	10,000	-
- Other	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-
Fines & Forfeits	-	-	-	85,000	-	-
Interest & Rents	-	-	20,000	-	10,000	-
Other Revenues	30,000	-	10,000	40,000	-	-
TOTAL REVENUES	30,000	-	3,933,894	125,000	5,654,518	-
<u>EXPENDITURES</u>						
Judicial	-	-	-	-	-	-
General Government	-	-	-	-	-	-
Public Safety	-	-	3,544,797	150,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	-	-	6,007,180	29,001
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	100,000	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	100,000	-	3,544,797	150,000	6,007,180	29,001
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	-	-	-	-		29,001
Other	-	-	-	-		-
Operating Transfers Out	-	-	(747,172)	-	(12,216)	-
	-	-	(747,172)	-	(12,216)	29,001
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	(70,000)	-	(358,075)	(25,000)	(364,878)	-
Estimated Fund Balance at Start of Year	447,149	95,311	1,648,219	599,489	4,081,754	33,850
Estimated Fund Balance at End of Year	377,149	95,311	1,290,144	574,489	3,716,876	33,850

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2023 Budgets**

EXHIBIT "A"

	CHILD CARE	E - 911	DEEDS AUTOMATION	LOCAL CORRECTIONS TRAINING	FAMILY COUNSELING	BROWNFIELD REDEVELOPMENT
<u>REVENUES</u>						
Taxes	-	-	-	-	-	100,000
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	3,679,769	-	-	-	-	-
- Other	-	-	-	-	-	-
Charges for Services	48,000	1,350,000	160,000	25,000	16,000	10,000
Fines & Forfeits	-	-	-	-	-	-
Interest & Rents	-	-	2,000	-	-	-
Other Revenues	-	-	-	-	-	-
TOTAL REVENUES	3,727,769	1,350,000	162,000	25,000	16,000	110,000
<u>EXPENDITURES</u>						
Judicial	-	-	-	-	2,000	-
General Government	-	-	171,095	20,000	-	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	6,834,281	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	-	-	-	-	-	110,000
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	6,834,281	-	171,095	20,000	2,000	110,000
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	3,044,553		-	-	-	-
Other	-		-	-	-	-
Operating Transfers Out	-	(1,350,000)	-	-	(15,000)	-
	3,044,553	(1,350,000)	-	-	(15,000)	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	(61,959)	-	(9,095)	5,000	(1,000)	-
Estimated Fund Balance at Start of Year	748,206	-	177,446	47,847	138,084	141,097
Estimated Fund Balance at End of Year	686,247	-	168,351	52,847	137,084	141,097

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2023 Budgets**

EXHIBIT "A"

	CONVENTION CENTER OPERATIONS	CONCEALED PISTOL LICENSING	MI INDIGENT DEFENSE	ANIMAL CONTROL DONATIONS	BUDGET INCENTIVE	AMERICAN RESCUE PLAN ACT	TOTALS (MEMO ONLY)
<u>REVENUES</u>							
Taxes	-	-	-	-	-		22,245,922
License & Permits	-	115,000	-	-	-		460,285
Intergovernmental - Federal	-	-	-	-	-	3,000,000	6,758,232
- State	-	-	2,549,690	-	-		7,732,123
- Other	-	-	-	-	-		8,000
Charges for Services	900,000	-	49,990	-	-		5,140,974
Fines & Forfeits	-	-	-	-	-		510,000
Interest & Rents	197,400	-	-	-	-	250,000	503,600
Other Revenues	-	-	-	25,000	-		173,745
TOTAL REVENUES	1,097,400	115,000	2,599,680	25,000	-	3,250,000	43,532,881
<u>EXPENDITURES</u>							
Judicial	-	-	-	-	5,000	300,000	643,253
General Government	-	133,337	3,305,735	-	199,474	2,700,000	6,569,641
Public Safety	-	-	-	25,000	-	-	3,719,797
Public Works	-	-	-	-	-		-
Health & Welfare	-	-	-	-	-		22,740,044
Recreation & Culture	1,567,320	-	-	-	-		13,239,716
Community and Economic Development	-	-	-	-	-		210,000
Capital Outlay	-	-	-	-	-		-
TOTAL EXPENDITURES	1,567,320	133,337	3,305,735	25,000	204,474	3,000,000	47,122,451
<u>OTHER FINANCING SOURCES(USES)</u>							
Operating Transfers in -							
County Appropriation	100,000	-	706,055	-	-	-	5,664,661
Other	269,920	-	-	-	-	-	284,920
Operating Transfers Out	-	-	-	-	-	-	(2,918,843)
	369,920	-	706,055	-	-	-	3,030,738
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	(100,000)	(18,337)	-	-	(204,474)	250,000	(558,832)
Estimated Fund Balance at Start of Year	1,488,645	454,027	81,617	19,490	827,816	452,455	25,066,797
Estimated Fund Balance at End of Year	1,388,645	435,690	81,617	19,490	623,342	702,455	24,507,965

ST. CLAIR COUNTY
2022 BUDGET ADJUSTMENTS DETAIL
December 8, 2022

Acct. No.	Details	Revenues Increase/(Decrease)	Expenditures Increase/(Decrease)
General Fund			
<u>Proposed to BOC on December 8, 2022</u>			
101103	Additional pension contribution to meet ADC, Inc Approp to Public Impr fund		850,000
101136	Reduction of District Court Rev, court costs, fines and chgs for serv, reduce wages	(200,000)	(150,000)
101141	Reduce retirement, healthcare exp, reduce Federal grant revenues	(125,000)	(125,000)
101148	Increase in Probate Court charges for services fees	48,000	
910006	Reduce FOC incentive payment federal grant	(21,293)	
910039	Reduce Raise the age grant to actual expenditures	(117,000)	
910136	Increase Drug court grant revenue and expense	10,000	10,000
910148	Increase Mental Health court revenue and expense	15,000	15,000
101191	Increase costs for November election, increase revenue for election reimbursement	44,500	121,488
101215	Increase bond forfeiture revenues and charges for services	84,000	
101225	Increase charges for services revenues	4,647	
101229	Transfer in from budget incentive for student intern and reference guide materials	35,000	
101231	Increase state grant revenue	10,000	
101236	Increase Deeds revenues, charges for services	250,000	
101253	Increase property tax revenues, reduce state grants and interest rev, inc rev share	464,406	
101259	Reduce wages and health insurance		(100,000)
101265	Decrease PT wages, increase supplies, electric and gas expenditures		18,000
101275	Reduce Drain wage payback revenue	(45,000)	
101289	Reduce charges for services	(60,000)	
910085	Reduce wages/fringes		(8,000)
910253	Reduce Dog License revnues	(150,000)	
920007	Increase state grant revenue, reduce postage expenditures	3,500	(5,000)
960001	Increase electric and gas utilities		54,000
960004	Increase PT wages		13,000
101301	Reduce revenue for vehicle credits and charges for services, reduce fuel, wages	(40,000)	(165,000)
101325	Increase E911 revenues, reduce PT wages and move expense to Training grant	17,000	(8,000)
101331	Increase contribution and donation revenues	1,500	
101334	Increase sale of fixed asset revenue	3,600	
101351	Incr Fed prisoner rev and phone fees, reduce transport rev, reduce wages	493,416	(100,000)
101362	Increase expense for Huron House costs		30,000
101426	Increase fed grant revenue, increase electric utility cost, employee payout vac, sick	23,144	23,144
101428	Reduce charges for services	(10,000)	
101430	Increase costs for electric, gas and water utilities		6,000
910008	Reduce state grant revenues	(5,337)	
910011	Reduce revenues for prisoner workpass program	(80,000)	
910024	Increase Stonegarden grant revenue and expenditures	305,099	312,152
910032	Increase court costs and fuel, repairs and maintenance expense	25,000	25,000
910033	Increase costs for training expense		8,000
910056	Increase costs for rescue task force donation and expenditures	5,599	7,856
910062	Reduce grant revenue and expenditures	(40,144)	(6,726)
910078	Increase revenue from State/FEMA and expenditures for Water Main Break	7,000	7,000
910099	Reduce revenue and expenditures for 2019 Homeland Security grant	(90,810)	(57,163)
910100	Reduce revenue and increase expenditures for 2020 Homeland Security Grant	(34,487)	27,000
910101	Increase revenue and expenditures for 2021 Homeland Security grant		44,976
101445	Reduce Drain at large to actual request		(49,953)
101648	Reduce Medical Examiner charges for services	(10,000)	
101661	Increase fee revenues for Public Guardian and charges for services	39,347	

ST. CLAIR COUNTY
2022 BUDGET ADJUSTMENTS DETAIL
December 8, 2022

Acct. No.	Details	Revenues	Expenditures
		Increase/(Decrease)	Increase/(Decrease)
101400	Reduce Federal grant revenue	(40,000)	
920128	Reduce Birding Trail grant revenue and expenditures	(2,828)	(328)
101890	Contingency		(206,607)
Total General Fund Budget Adjustments		817,859	590,839

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

REVENUES

DEPT.#	DEPARTMENT	2022 ADOPTED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
100 Legislative						
103	Other Legislative Activities	900,000	-	-	-	900,000
130 Judicial						
131	Circuit Court	138,672		273		138,945
136	District Court	1,719,692		(8,867)	(200,000)	1,510,825
138	Drug/Sobriety Court	57,000			10,000	67,000
141	Courthouse Security	25,000				25,000
141	Friend of Court	2,312,740			(125,000)	2,187,740
148	Incentive Payments	392,242		24,009	(21,293)	394,958
148	Probate Court	280,003		4,811	48,000	332,814
149	Mental Health Court	178,691			15,000	193,691
149	Family Division-Circuit Court	209,650		4,340		213,990
149	Raise the Age Grant	242,552			(117,000)	125,552
153	Recovery High School Grant	150,000		(110,000)		40,000
153	District Court - Probation	196,902				196,902
		5,903,144	-	(85,434)	(390,293)	5,427,417

170 General Government

191	Elections	103,575			44,500	148,075
215	Clerk	577,200			84,000	661,200
225	Equalization	200,787	18,524	3,534	4,647	227,492
229	Prosecuting Attorney	576,413			35,000	611,413
	Child Protective Investigations - Title IV-E	52,000			3,500	55,500
	Coronavirus Grant	-		75,000		75,000
231	Victims Rights	172,370			10,000	182,370
233	Purchasing	15,000				15,000
236	Register of Deeds	1,502,500		67,000	250,000	1,819,500

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

REVENUES

DEPT.#	DEPARTMENT	2022 ADOPTED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
253	County Treasurer	44,006,661		103,667	464,406	44,574,734
	Dog Licensing	380,000			(150,000)	230,000
257	Cooperative Extension	-				-
	Co-op. Ext. - 4-H Programming	7,500				7,500
259	Information Technology	35,000				35,000
275	Drain Commissioner	65,000			(45,000)	20,000
289	Motor Pool	260,000			(60,000)	200,000
		47,954,006	18,524	249,201	641,053	48,862,784

300 Public Safety

301	Sheriff	3,402,662		7,463	(40,000)	3,370,125
	Secondary Road Patrol Grant	142,700		43,544		186,244
	Motor Carrier Enforcement Grant	250,000			25,000	275,000
	Michigan Drive Safety Grant	56,601				56,601
	Edward Byrne Grant	17,093				17,093
	Operation Stone garden	100,000			305,099	405,099
	Criminal Justice Training Grant	15,000			(5,337)	9,663
325	Communications/Radio	1,366,159			17,000	1,383,159
	Communications Training Grant	20,000		(20,000)		-
331	Marine Law Enforcement	182,366		(5,366)	1,500	178,500
	Port Security Grant	-		20,000		20,000
334	Dive Team	-			3,600	3,600
351	Corrections/Jail	2,957,700		128,667	493,416	3,579,783
	Inmate Billing	155,000			(80,000)	75,000
362	Other Correction Activities	-				-
	Substance Abuse Treatment Grant	192,742				192,742
426	Emergency Preparedness	42,000			23,144	65,144
	Annual Breakfast/Rescue Task Force	-			5,599	5,599
	Solution Area Planners	150,000			(40,144)	109,856
	Water Main Break	-			7,000	7,000

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

REVENUES

DEPT.#	DEPARTMENT	2022 ADOPTED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
	2019 Homeland Security Grant	150,000			(90,810)	59,190
	2020 Homeland Security Grant	-		85,000	(34,487)	50,513
428	Hazardous Materials Handling	20,000			(10,000)	10,000
430	Animal Shelter	51,200				51,200
		9,271,223	-	259,308	580,580	10,111,111
		-	-	-	-	-
		-	-	-	-	-
		25,000			(10,000)	15,000
648	Medical Examiner	359,952	24,000	11,952	39,347	435,251
661	Public Guardian	384,952	24,000	11,952	29,347	450,251
		175,000	39,536		(40,000)	174,536
400	Planning	-		16,000	(2,828)	13,172
	Birding Trail Grant	175,000	39,536	16,000	(42,828)	187,708
	Totals	64,588,325	82,060	451,027	817,859	65,939,271

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

EXPENDITURES

DEPT.#	DEPARTMENT	2022 PROPOSED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
<u>100 Legislative</u>						
101	Board of Commissioners	215,560				215,560
103	Other Legislative Activities	1,072,000			400,000	1,472,000
<u>Appropriations to other Funds:</u>						
	Health Department	1,724,688				1,724,688
	Child Care - Probate	2,787,008	(44,546)			2,742,462
	Child Care - Welfare	160,000				160,000
	Department of Human Services	21,001				21,001
	Public Improvement	700,000			450,000	1,150,000
	Road Commission	900,000				900,000
	Convention Center Operations	100,000				100,000
	Convention Center Debt	194,340	(123,393)			70,947
	Communications Tower Debt Service	294,500				294,500
	Mi Indigent Defense Fund	622,832				622,832
		8,791,929	(167,939)	-	850,000	9,473,990
<u>130 Judicial</u>						
131	Circuit Court	1,325,108				1,325,108
136	District Court	2,492,460		(150,000)		2,342,460
	Drug/Sobriety Court	57,000		10,000		67,000
138	Courthouse Security	666,742				666,742
141	Friend of Court	3,402,061			(125,000)	3,277,061
148	Probate Court	1,097,685	43,312			1,140,997
	Mental Health Court	178,691			15,000	193,691
149	Family Division-Circuit Court	1,645,206	23,730			1,668,936
	Recovery High School grant	122,961		(82,961)		40,000
151	Adult Probation	7,300				7,300
153	District Court Probation	915,924				915,924
		11,911,138	67,042	(82,961)	(250,000)	11,645,219

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

EXPENDITURES

DEPT.#	DEPARTMENT	2022 PROPOSED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
170 General Government						
172	Administrator/Controller	610,360				610,360
191	Elections	262,518			121,488	384,006
201	Accounting	338,978				338,978
215	Clerk	855,661		25,000		880,661
225	Equalization	864,983	18,524			883,507
226	Human Resources	469,010				469,010
229	Prosecuting Attorney	3,172,115		23,466		3,195,581
	Child Protective Investigations - Title IV-E	10,000			(5,000)	5,000
	Coronavirus Grant	-		75,000		75,000
231	Victims Rights	10,800				10,800
233	Purchasing	100,723				100,723
236	Register of Deeds	131,447				131,447
253	County Treasurer	580,500				580,500
	Dog Licensing	41,178				41,178
257	Cooperative Extension	193,800				193,800
	Co-op. Ext. - 4-H Programming	7,500			-	7,500
	Spongy Moth Suppression	20,000		14,022	(8,000)	26,022
259	Information Technology	2,470,515			(100,000)	2,370,515
265	Buildings and Grounds	1,229,190		830	18,000	1,248,020
	FIA Building Lease Maintenance	785,233		35,000	54,000	874,233
	Jail/Juvenile Facility Maintenance	443,181			13,000	456,181
275	Drain Commissioner	595,769				595,769
289	Motor Pool	158,000				158,000
		13,351,461	18,524	173,318	93,488	13,636,791

300 Public Safety

301	Sheriff	8,808,405	(6,667)	65,000	(165,000)	8,701,738
	Secondary Road Patrol Grant	142,700		43,544		186,244

ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

EXPENDITURES

DEPT.#	DEPARTMENT	2022 PROPOSED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
	Motor Carrier Enforcement Grant	250,000			25,000	275,000
	Edward Byrne Grant	17,093				17,093
	Safe Communities Grant	56,601				56,601
	Federal Suprlus Asset Program	21,684	(21,684)			-
	Operation Stonegarden	100,000			312,152	412,152
320	Criminal Justice Training Grant	15,000				15,000
325	Communications/Radio	1,934,821			(8,000)	1,926,821
	Communications Training Grant	20,000			8,000	28,000
331	Marine Law Enforcement	300,401				300,401
	Port Security Grant	-		20,000		20,000
334	Dive Team	31,606	21,684			53,290
351	Corrections/Jail	13,423,614		129,124	(100,000)	13,452,738
	Inmate Billing	103,017				103,017
362	Other Correctional Activities	90,000		20,000	30,000	140,000
	Substance Abuse Treatment Grant	192,742				192,742
426	Emergency Preparedness	319,993			23,144	343,137
	Annual Breakfast/Rescue Task Force	-			7,856	7,856
	Solution Area Planners	149,996			(6,726)	143,270
	Water Main Break	-			7,000	7,000
	2019 Homeland Security Grant	150,000			(57,163)	92,837
	2020 Homeland Security Grant	-		85,000	27,000	112,000
	2021 Homeland Security Grant	-			44,976	44,976
428	Hazardous Materials Handling	39,800				39,800
430	Animal Shelter	550,073			6,000	556,073
		26,717,546	(6,667)	362,668	154,239	27,227,786

440 Public Works

445	Drains - Public Benefit	714,473	-	-	(49,953)	664,520
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ST. CLAIR COUNTY
2022 GENERAL FUND BUDGET

EXHIBIT "B"

EXPENDITURES

DEPT.#	DEPARTMENT	2022 PROPOSED	5/19/2022 Adopted Amendments	9/15/2022 Adopted Amendments	12/8/2022 Proposed Amendments	2022 AMENDED
<u>600 Health and Welfare</u>						
648	Medical Examiner	531,912	109,816	2,550		644,278
649	Mental Health	955,672				955,672
661	Public Guardian	667,514	21,748			689,262
681	Veteran's Burial	15,000				15,000
		2,170,098	131,564	2,550	-	2,304,212
<u>690 Community and Economic Development</u>						
400	Planning	696,175	39,536			735,711
	Birding Trail Grant	-		16,000	(328)	15,672
401	Transportation Planning	8,350				8,350
		704,525	39,536	16,000	(328)	759,733
<u>850 Other Functions</u>						
890	Contingencies	227,155		(20,548)	(206,607)	-
	Totals	64,588,325	82,060	451,027	590,839	65,712,251

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets - AMENDED**

EXHIBIT "B"

12/8/2022

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	VETERAN'S MILLAGE	PROSECUTOR'S FORFEITURES	LIBRARY
<u>REVENUES</u>						
Taxes	3,287,871	-	-	666,184	-	4,702,584
License & Permits	-	-	323,725	-	-	-
Intergovernmental - Federal	-	243,513	2,311,881	-	-	-
- State	1,429,012	23,303	2,466,249	30,738	-	181,000
- Other	-	-	-	-	-	8,000
Charges for Services	159,500	45,000	2,002,239	-	20,000	18,000
Fines & Forfeits	-	-	-	-	227,000	360,000
Interest & Rents	6,075	3,000	-	100	-	7,600
Other Revenues	22,260	4,000	66,035	20,500	-	5,650
TOTAL REVENUES	4,904,718	318,816	7,170,129	717,522	247,000	5,282,834
<u>EXPENDITURES</u>						
Judicial	-	261,295	-	-	-	-
General Government	-	-	-	-	247,716	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	8,894,817	626,078	-	-
Recreation & Culture	4,200,308	-	-	-	-	5,282,060
Community and Economic Development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	4,200,308	261,295	8,894,817	626,078	247,716	5,282,060
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	-	-	1,724,688	-	-	-
Other	-	3,750	-	-	-	-
Operating Transfers Out	(200,000)	-	-	(83,935)	-	(371,001)
	(200,000)	3,750	1,724,688	(83,935)	-	(371,001)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	504,410	61,271	-	7,509	(716)	(370,227)
Estimated Fund Balance at Start of Year	1,343,674	907,361	6,981,302	368,781	210,109	3,570,821
Estimated Fund Balance at End of Year	1,848,084	968,632	6,981,302	376,290	209,393	3,200,594

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets - AMENDED**

EXHIBIT "B"

	CDGB HOUSING	HUD HOUSING	DRUG TASK FORCE MILLAGE	DRUG LAW ENFORCEMENT (FORFEITURES)	SENIOR CITIZENS MILLAGE	DEPARTMENT OF HUMAN SERVICES
<u>REVENUES</u>						
Taxes	-	-	3,727,883	-	5,368,188	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	250,000	-	-	-	-	-
- State	-	-	2,000	-	-	-
- Other	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-
Fines & Forfeits	-	-	-	120,000	-	-
Interest & Rents	-	-	15,000	-	10,000	-
Other Revenues	40,000	-	10,000	40,000	-	-
TOTAL REVENUES	290,000	-	3,754,883	160,000	5,378,188	-
<u>EXPENDITURES</u>						
Judicial	-	-	-	-	-	-
General Government	-	-	-	-	-	-
Public Safety	-	-	3,395,287	150,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	-	-	5,526,444	29,001
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	265,000	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	265,000	-	3,395,287	150,000	5,526,444	29,001
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	-	-	-	-	-	21,001
Other	-	-	-	-	-	-
Operating Transfers Out	-	-	(693,797)	-	(11,732)	-
	-	-	(693,797)	-	(11,732)	21,001
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	25,000	-	(334,201)	10,000	(159,988)	(8,000)
Estimated Fund Balance at Start of Year	422,149	95,311	1,982,420	589,489	4,241,742	41,850
Estimated Fund Balance at End of Year	447,149	95,311	1,648,219	599,489	4,081,754	33,850

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets - AMENDED**

EXHIBIT "B"

	CHILD CARE	E - 911	DEEDS AUTOMATION	LOCAL CORRECTIONS TRAINING	FAMILY COUNSELING	BROWNFIELD REDEVELOPMENT
<u>REVENUES</u>						
Taxes	-	-	-	-	-	50,000
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	2,587,312	-	-	-	-	100,000
- Other	-	-	-	-	-	-
Charges for Services	-	1,367,000	150,000	25,000	16,000	10,000
Fines & Forfeits	-	-	4,500	-	-	-
Interest & Rents	-	-	-	-	-	-
Other Revenues	74,000	-	-	-	-	-
TOTAL REVENUES	2,661,312	1,367,000	154,500	25,000	16,000	160,000
<u>EXPENDITURES</u>						
Judicial	-	-	-	-	6,000	-
General Government	-	-	335,087	-	-	150,000
Public Safety	-	-	-	25,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	5,479,520	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	5,479,520	-	335,087	25,000	6,000	150,000
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	2,902,462	-	-	-	-	-
Other	-	-	-	-	-	-
Operating Transfers Out	(1,247,135)	(1,367,000)	-	-	(3,750)	-
	1,655,327	(1,367,000)	-	-	(3,750)	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	(1,162,881)	-	(180,587)	-	6,250	10,000
Estimated Fund Balance at Start of Year	1,911,087	-	358,033	47,847	131,834	131,097
Estimated Fund Balance at End of Year	748,206	-	177,446	47,847	138,084	141,097

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets - AMENDED**

EXHIBIT "B"

	CONVENTION CENTER OPERATIONS	CONCEALED PISTOL LICENSING	ANIMAL CONTROL DONATIONS	MI INDIGENT DEFENSE	BUDGET INCENTIVE	AMERICAN RESCUE PLAN ACT	TOTALS (MEMO ONLY)
<u>REVENUES</u>							
Taxes	-	-	-	-	-		17,802,710
License & Permits	-	115,000	-	-	-		438,725
Intergovernmental - Federal	-	-	-	-	-	5,591,117	8,396,511
- State	1,000,000	-	-	2,350,681	-		10,170,295
- Other	-	-	-	-	-		8,000
Charges for Services	1,170,000	-	-	120,000	-		5,102,739
Fines & Forfeits	-	-	-	-	-		711,500
Interest & Rents	255,600	-	-	-	-	450,000	747,375
Other Revenues	-	-	25,000	-	-		307,445
TOTAL REVENUES	2,425,600	115,000	25,000	2,470,681	-	6,041,117	43,685,300
<u>EXPENDITURES</u>							
Judicial	-	-	-	-	10,000	-	277,295
General Government	-	67,063	-	3,093,513	165,000	5,591,117	9,649,496
Public Safety	-	-	25,000	-	-	-	3,595,287
Public Works	-	-	-	-	-	-	-
Health & Welfare	-	-	-	-	-	-	20,555,860
Recreation & Culture	1,947,410	-	-	-	-	-	11,429,778
Community and Economic Development	-	-	-	-	-	-	265,000
Capital Outlay	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,947,410	67,063	25,000	3,093,513	175,000	5,591,117	45,772,716
<u>OTHER FINANCING SOURCES(USES)</u>							
Operating Transfers in -							
County Appropriation	100,000	-	-	622,832	-	-	5,370,983
Other	321,810	-	-	-	-	-	325,560
Operating Transfers Out	-	-	-	-	(53,524)	-	(4,031,874)
	421,810	-	-	622,832	(53,524)	-	1,664,669
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend- itures and Other Uses	900,000	47,937	-	-	(228,524)	450,000	(422,747)
Estimated Fund Balance at Start of Year	588,645	406,090	19,490	81,617	1,056,340	2,455	25,489,544
Estimated Fund Balance at End of Year	1,488,645	454,027	19,490	81,617	827,816	452,455	25,066,797



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org
210 McMorran Blvd. • Port Huron, MI 48060

October 25, 2022

ALLISON S. ARNOLD

Director

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
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Marine City
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Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570

Board of Commissioners

County of St. Clair

Attn: Karry Hepting

County Administrator

200 Grand River Ave., Suite 203

Port Huron, MI 48060

RE: St. Clair County Library System Fiscal Year 2023 Budget

Dear Commissioners;

Attached is the proposed St. Clair County Library System FY2023 operating budget that was approved by unanimous vote of the Library Board of Trustees at their regular meeting of October 25, 2022.

Through the hard work of the Library Board, the staff and the Yes Library campaign committee; the residents of St. Clair County demonstrated their support of their library system by approving the 1.2 mils funding request in August. This proposed budget for 2023 represents the first step in building on and growing the wonderful public service for which, the St. Clair County Library System is known and trusted.

The St. Clair County Library System's revenue is estimated to be \$9,133,875. The primary source being the millage, which is over 90% of the anticipated revenues, and includes \$375,000 from Penal Fines and \$196,000 from state aid as primary sources of funding. Total proposed expenditures are \$7,894,203.

That being said, there are several areas that I would like to highlight for your information as there will be changes in revenue and expenditures that reflect projects and support resources to move the Library's public service vision forward.

The Library Board has approved for the St. Clair County Library System to move to a fine-free model of service to patrons. **Fines** (object 4862) have consistently made up less than 1% of the revenues for the library's service. We believe that going fine-free will help erase barriers to Library use that disproportionately affect low-income households. Studies have demonstrated that when patrons begin accumulating fines and fees, they become less inclined to revisit the library. Fines do not significantly decrease the numbers of overdue items and there is surprisingly more materials that have been long overdue that get returned. Also, it is not the Library's role to teach responsibility to any age group - it is the Library's role to encourage lifelong learning, exploration and innovation.



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ALLISON S. ARNOLD
Director

We want to recognize that library fines are a barrier to library service that disproportionately effect low-income households. Once patrons start to accumulate fines and fees, they become less inclined to revisit the library.

Branches

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The majority of expenditure in 2023, \$4,517,872, is in **Personnel** (objects 5050-5380). Support of the increased services, program and collections represented in throughout this proposed budget require staffing. In addition to the contract negotiated increase for all union represented staff and the legislated increase in the minimum wage for our Page staff, I am requesting the addition of:

- One (1) full-time position as part of community relations and outreach – this position is being evaluated by County Human Resources for placement into the county wage scale.
- Eight (8) part-time positions for the promotion of the Capac Branch to a Tier I service; anticipated increased service hours throughout the library system; and additional support activities necessary for planned new services and programs
- Filling three (3) full-time and nine (9) part-time positions previously held vacant or unfunded due to lack of funding in FY2022
- Re-classification of the Clerk I (Group IC) and Account Clerk (Group IC) positions to Library Technician (Group ICC). This effects five (5) current employees and aligns with the duties and responsibilities of existing Library Technician positions.

Supplies (object 5446) will see an expenditure increase to \$225,000 to coincide with the initiation of new LAMTB (Library for Assistive Media and Talking Books) service equipment to address the growing number of residents with physical challenges to reading traditional print books; increased activity and patrons served in the Library's programs and outreach efforts; the creation and implementation of a new Library of Things; audiovisual equipment for enhanced library experience for patrons; implementation and continued growth of centralized program support and creation for system-wide educational programs; and funds to assist each branch of the system in acquiring and replacing worn equipment.

Professional Services (object 6749) expenditures will increase to \$220,000 with the anticipated assessments of the Library's current collection and technology infrastructure; staff resource allocations and architectural/space use assessments for all branch locations; and a strategic plan to aid the library board in directing future improvements and projects into the next several years.

Capital Outlay (object 9480) expenditures will increase to \$273,000 to accommodate patron service and safety and staff workplace improvements in each of the branches.



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These improvements include AEDs for each location, people-counters to provide more accurate facility use statistics, charging stations, accessibility aids, additional workstations for increased staff, infrastructure to house the newly developed Library of Things and quiet study booths for branch locations with little to no physical space/ability to serve small businesspeople or students.

The Library will be actively working toward getting a new bookmobile on the road to serve as an outreach/pop-up library/pop-up program delivery option to address those in underserved areas of the county and the enhance the reach of the library to county residents. We will also be replacing the Library's current passenger vehicle that is used by staff providing program or staffing coverage from one branch to another. Our current vehicle is almost fifteen (15) years old. **Vehicle** (object 9620) will have an expected expenditure of \$238,500. Both of these items are one-time purchases with an anticipated use life of approximately ten (10) years.

Library collections that circulate and are available for patron use or **Materials**, in the form of books – both hard cover and paperback (objects 9655 and 9656), electronic database subscriptions and online e-material collections (object 9657), audio-visual materials (object 9658) and newspapers and periodicals (object 9667), expenditures will increase by almost 50% to \$903,788. Library collections will be assessed for current use and viability. Redundant and out-of-date materials will be removed to make space for new – creating a more dynamic and resource rich collection. The electronic databases have consistently increased in cost but also have seen an equal increase in use by patrons. We will be enhancing the database offerings with new information and education products such as Brainfuse HelpNow Unlimited, Morningstar Investment Research Center, Michigan Historical Newspapers, and Freegal.

Additionally, there will be an increase in the **Appropriation Transfer Out** (object 9934) bringing total being paid to the county for support services to \$494,131.

This next ten (10) years of growth and service to all residents of St. Clair County starts with this proposed FY2023 budget. The momentum from what we build next year will take the St. Clair County Library System from a good public service to a great public library with all that entails.

Thank you for your consideration.

Respectfully,

Allison S. Arnold, MLIS
Director
St. Clair County Library System

RESOLUTION 22-57

ADOPTING 2023 SPECIAL REVENUE FUNDS BUDGETS, AMENDING THE 2022 GENERAL AND SPECIAL REVENUE FUNDS BUDGETS

WHEREAS, under the provisions of the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended, for local units of government in Michigan, all budgets for Special Revenue Funds must be adopted by the Legislative Body; and

WHEREAS, the County Administrator/Controller hereby submits and recommends the adoption of the 2023 budgets of the County's various Special Revenue Funds (attached as Exhibit "A") in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended; and

WHEREAS, also under P.A. 621 of 1978 as amended, amendments to governmental fund type budgets must be approved by the Legislative Body and in accordance with generally accepted accounting principles, as applicable to governmental units, the budgeted revenues and expenditures should be compared with the actual revenues and expenditures in the financial statements at year-end; and

WHEREAS, in the 2022 General and Special Revenue Funds budgets the revenues and expenditures totals should be amended as recommended by the Administrator/Controller (attached as Exhibit "B").

NOW, THEREFORE BE IT RESOLVED, that the above recommended 2023 Special Revenue Funds Budgets be adopted and the 2022 Budgets of the General and Special Revenue Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, as amended, which amends Public Act 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 8, 2022

Reviewed and Approved by:

GARY A. FLETCHER
Corporation Counsel
1411 Third Street Suite F
Port Huron, MI 48060

Resolution 22- 63 REVISING Resolution 22-43 Apportioning Taxes for 2022

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Apportionment Amended BOC Letter 2022	11/29/2022	Cover Memo
📎 2022 Apportionment Report_St. Clair County-Revised 11-28-2022	11/29/2022	Cover Memo
📎 Resolution 22- 63	11/29/2022	Cover Memo



COUNTY OF ST. CLAIR

Equalization Department

JUSTIN SEARS, Director



November 28, 2022

TO THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS:

Attached please find the 2022 Tax Apportionment Report for St. Clair County, Michigan, that has been amended in its entirety to include the following:

Fort Gratiot Township submitted an amended 2022 L-4029 on October 27, 2022, as the following millages levied were revised:

Police Extra Voted	2.4577 to 2.1000
Fire Special Assessment	2.4900 to 2.7390
Lights Special Assessment	0.1510 to 0.1544

Brown City Community School District submitted an amended 2022 L-4029 on November 15, 2022, as the following sinking fund millage was approved to be levied per the November Election:

Sinking Fund	1.5000
--------------	--------

If you have any questions or need further information, please contact my office.

Sincerely,

Justin Sears, Director
St. Clair County Equalization Dept.
200 Grand River Ave. Suite 105

County and Local Unit's Values for 2022 Apportionment Report

REVISED 11/28/2022

REVISED 11/20/2022										
				(E) Total County						
		(C) County	(D) Est. County	Extra	(F)	(G)	(H)	(I)	(BB)	
(A) County Name	(B) Taxable Value	Allocated	Allocated / SET	Voted Operating	Est. County EV Oper. Tax Dollars	Total County Debt Rate	Est. County Debt Tax Dollars	Total Est. County Tax Dollars	Total	RenZone
Saint Clair	7,058,438,068.00	5.3153	37,517,715.87	2.9003	20,471,587.94	0.0000	0.00	57,989,303.81		0.00
STATE ED. TAX	6,535,040,268.00	6.0000	39,210,241.61	0.0000	0.00	0.0000	0.00	0.00		0.00
				(N) Total Other						
(J) Local Unit Name			(M) Est. Local	Voted /						
Townships			Total	General						
Cities			Allocated /	Law	(O)	(P)	(Q)	(R)	(KK)	
Villages	(K)	Charter	Charter Tax	Operating	Est. Local EV / GL	Total Debt	Est. Local Debt	Total Est. Local	Total	RenZone
Listed Alphabetically	Taxable Value	Rate	Dollars	Rate	Oper. Tax Dollars	Rate	Tax Dollars	Tax Dollars	Taxable Value	
Berlin	132,591,307.00	0.6957	92,243.77	2.1669	287,312.10	0.0000	0.00	379,555.87		0.00
Brockway	69,021,158.00	0.7864	54,278.24	3.4968	241,353.19	0.0000	0.00	295,631.43		0.00
Burtchville	153,050,491.00	0.6376	97,584.99	2.9051	444,626.98	0.0000	0.00	542,211.97		0.00
Casco	185,947,122.00	0.7556	140,501.65	0.9742	181,149.69	0.0000	0.00	321,651.34		0.00
China	567,386,165.00	1.0000	567,386.17	0.2000	113,477.23	0.0000	0.00	680,863.40		0.00
Clay	549,960,838.00	0.5091	279,985.06	0.0000	0.00	0.0000	0.00	279,985.06		0.00
Clyde	190,969,322.00	0.6391	122,048.49	0.9748	186,156.90	0.0000	0.00	308,205.39		0.00
Columbus	226,572,934.00	0.7317	165,783.42	0.0000	0.00	0.0000	0.00	165,783.42		0.00
Cottrellville	153,693,559.00	0.6808	104,634.57	0.0000	0.00	0.0000	0.00	104,634.57		0.00
East China	579,655,436.00	4.4873	2,601,087.84	0.0000	0.00	0.0000	0.00	2,601,087.84		0.00
Emmett	92,938,481.00	0.7057	65,586.69	2.0000	185,876.96	0.0000	0.00	251,463.65		0.00
Fort Gratiot	482,961,910.00	0.6864	331,505.06	3.2938	1,590,779.94	0.0000	0.00	1,922,285.00		0.00
Grant	73,679,759.00	0.7650	56,365.02	3.9322	289,723.55	0.0000	0.00	346,088.57		0.00
Greenwood	167,292,122.00	0.9687	162,055.88	1.9652	328,762.48	0.0000	0.00	490,818.36		0.00
Ira	289,106,012.00	0.6972	201,564.71	4.0000	1,156,424.05	0.0000	0.00	1,357,988.76		0.00
Kenockee	96,845,096.00	0.6947	67,278.29	2.7857	269,781.38	0.0000	0.00	337,059.67		0.00
Kimball	302,660,911.00	0.7465	225,936.37	1.5000	453,991.37	0.0000	0.00	679,927.74		0.00
Lynn	54,717,265.00	0.7805	42,706.83	0.9727	53,223.48	0.0000	0.00	95,930.31		0.00
Mussey	133,231,784.00	0.8220	109,516.53	1.4642	195,077.98	0.0000	0.00	304,594.51		0.00
Port Huron	282,058,199.00	2.0000	564,116.40	4.8545	1,369,251.53	0.0000	0.00	1,933,367.93		0.00
Riley	140,368,829.00	0.6735	94,538.41	0.0000	0.00	0.0000	0.00	94,538.41		0.00
Saint Clair	386,493,248.00	0.7238	279,743.81	0.0000	0.00	0.0000	0.00	279,743.81		0.00
Wales	142,488,979.00	0.6813	97,077.74	0.6000	85,493.39	0.0000	0.00	182,571.13		0.00
Marine City	114,264,228.00	15.7007	1,794,028.36	0.0000	0.00	0.0000	0.00	1,794,028.36		0.00
Marysville	417,492,996.00	16.1100	6,725,812.17	0.0000	0.00	0.0000	0.00	6,725,812.17		0.00
Memphis	8,033,947.00	13.4815	108,309.66	4.7808	38,408.69	0.0000	0.00	146,718.35		0.00
Port Huron	677,900,488.00	11.1391	7,551,201.33	9.3285	6,323,794.70	0.0000	0.00	13,874,996.03		0.00
St. Clair	227,937,730.00	12.8641	2,932,213.75	3.4410	784,333.73	0.0000	0.00	3,716,547.48		0.00
Yale	37,728,192.00	14.2094	536,094.97	5.2158	196,782.70	1.7500	66,024.34	798,902.01		0.00
Algonac	121,004,300.00	12.9446	1,566,352.26	0.0000	0.00	0.0000	0.00	1,566,352.26		0.00
Richmond	385,260.00	15.6637	6,034.60	0.0000	0.00	0.0000	0.00	6,034.60		0.00
CAPAC	40,834,326.00	13.2659	541,704.09	2.0000	81,668.65	0.0000	0.00	623,372.74		0.00
EMMETT	8,001,747.00	7.0000	56,012.23	0.0000	0.00	0.0000	0.00	56,012.23		0.00

Authorities

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
DDA - PORT HURON	78,550,708.00	1.9874	156,111.68	0.0000	0.00	156,111.68	0.00

Local K12 School Districts

(A) Local K12 School District Name															(GG) Non
	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(BB)	(GG) Homestead	
	Total Taxable	Total NonHomestead	Total Commercial Personal	HH / Supplemental Rate	Est. HH / Supplemental	Homestead Operating Rate	Est. NH Operating Tax Dollars	Total Debt / Sinking Fund / Bldg Site Rate	Est. Debt / Sinking Fund / Bldg Site Tax Dollars	Total Recreational Rate	Est. Recreational Tax Dollars	Total Est. Local K12 School Tax Dollars	Total RenZone Taxable Value	Comm.Pers. Operating Rate	
Value	Taxable Value	Taxable Value	Supplemental Rate	Tax Dollars	Rate	Tax Dollars	Tax Dollars	Site Rate	Tax Dollars	Rate	Tax Dollars	Tax Dollars	Taxable Value	Rate	
ALGONAC COMMUNITY SCH DIST	772,095,946.00	261,586,754.00	3,854,300.00	0.0000	0.00	17.3113	4,548,878.11	4.7787	3,689,614.90	0.0000	0.00	8,238,493.01	0.00	5.3113	
ALMONT COMMUNITY SCHOOLS	46,802,953.00	6,027,582.00	141,700.00	0.0000	0.00	18.0000	109,346.68	9.3803	439,025.74	0.0000	0.00	548,372.42	0.00	6.0000	
ANCHOR BAY SCHOOL DISTRICT	186,645,218.00	52,157,771.00	1,989,500.00	0.0000	0.00	18.0000	950,776.88	10.0000	1,866,452.18	0.0000	0.00	2,817,229.06	0.00	6.0000	
ARMADA AREA SCHOOLS	52,214,218.00	5,164,169.00	213,500.00	0.0000	0.00	18.0000	94,236.04	7.8367	409,187.16	0.0000	0.00	503,423.20	0.00	6.0000	
BROWN CITY COMM SCHOOL DIST	8,121,017.00	1,427,088.00	0.00	0.0000	0.00	18.0000	25,687.58	5.7500	46,695.85	0.0000	0.00	72,383.43	0.00	6.0000	
CAPAC COMMUNITY SCH DISTRICT	311,258,070.00	57,157,916.00	2,952,500.00	0.0000	0.00	17.2366	1,000,669.19	3.9500	1,229,469.38	0.0000	0.00	2,230,138.57	0.00	5.2366	
CROSWELL LEXINGTON COMM SD	76,596,091.00	20,723,704.00	103,300.00	0.0000	0.00	18.0000	373,646.47	3.2956	252,430.08	0.0000	0.00	626,076.55	0.00	6.0000	
EAST CHINA TWP SCHOOL DIST	2,112,221,698.00	629,958,522.00	14,813,400.00	0.0000	0.00	18.0000	11,428,133.80	3.2392	6,841,908.52	0.0000	0.00	18,270,042.32	0.00	6.0000	
MARYSVILLE PUBLIC SCH DIST	591,426,408.00	212,962,139.00	19,102,300.00	0.0000	0.00	18.0000	3,947,932.30	8.0999	4,790,494.76	0.0000	0.00	8,738,427.06	0.00	6.0000	
MEMPHIS COMMUNITY SCHOOLS	204,329,117.00	57,451,204.00	646,300.00	0.0000	0.00	18.0000	1,037,999.47	5.6985	1,164,369.47	0.0000	0.00	2,202,368.94	0.00	6.0000	
PORT HURON AREA SCHOOL DIST	1,993,010,617.00	708,417,916.00	56,451,200.00	0.0000	0.00	18.0000	13,090,229.69	3.2000	6,377,633.97	0.0000	0.00	19,467,863.66	0.00	6.0000	
RICHMOND COMMUNITY SCHOOLS	220,285,467.00	65,866,738.00	971,700.00	0.0000	0.00	17.9244	1,186,378.50	6.9500	1,530,984.00	0.0000	0.00	2,717,362.50	0.00	5.9244	
YALE PUBLIC SCHOOLS	483,431,248.00	180,296,682.00	1,645,000.00	0.0000	0.00	18.0000	3,255,210.28	5.2946	2,559,575.09	0.0000	0.00	5,814,785.37	0.00	6.0000	

Community College and Intermediate School Districts

(A)		(C)	(D)	(E)	(F)	(G)	(BB)	
Community College Name		Total Operating Rate	Est. Community College Oper. Tax Dollars	Total Debt Rate	Est. Community College Debt Tax Dollars	Est. Total Community College Tax Dollars	Total RenZone Taxable Value	
ST CLAIR CC		6,467,773,104.00 1.8820	12,172,348.98	0.0000	0.00	12,172,348.98	0.00	

(H)		(J)	(K)	(L)	(M)	(N)	(O)	(P)	(II)
Intermediate School District Name		ISD Allocated Rate	Est. ISD Allocated Tax Dollars	ISD Total EV Operating Rate	Est. ISD EV Operating (Spec Ed/Voc/Enh) Tax Dollars	ISD Total Debt Rate	Est. ISD Debt Tax Dollars	Est. Total ISD Tax Dollars	Total RenZone Taxable Value
LAPEER		46,802,953.00 0.1782	8,340.29	2.6228	122,754.79	0.0000	0.00	131,095.08	0.00
MACOMB		459,144,903.00 0.1913	87,834.42	4.4387	2,038,006.48	0.0000	0.00	2,125,840.90	0.00
SANILAC		84,717,108.00 0.2026	17,163.69	2.3525	199,297.00	0.0000	0.00	216,460.69	0.00
ST. CLAIR		6,467,773,104.00 0.1930	1,248,280.21	3.2236	20,849,513.38	0.0000	0.00	22,097,793.59	0.00

2022 Local Unit Tax Rates

				Total			
				Total Homestead	NonHomestead		
				Property Tax	Property Tax		
				Rate	Rate		
Township / City	Village	School Code	Local School District	Total Homestead Property Tax Rate	NonHomestead Property Tax Rate	w/Special Assmnt	w/Special Assmnt
Berlin		44020	ALMONT COMMUNITY SCHOOLS	29.2595	47.2595	30.7595	48.7595
Berlin		50050	ARMADA AREA SCHOOLS	29.5449	47.5449	31.0449	49.0449
Berlin		74040	CAPAC COMMUNITY SCH DISTRICT	26.3268	43.5634	27.8268	45.0634
Brockway		74040	CAPAC COMMUNITY SCH DISTRICT	27.7474	44.9840	27.7474	44.9840
Brockway		74130	YALE PUBLIC SCHOOLS	29.0920	47.0920	29.0920	47.0920
Burtchville		74010	PORT HURON AREA SCHOOL DIST	26.2569	44.2569	26.2569	44.2569
Burtchville		76080	CROSWELL LEXINGTON COMM SD	23.6090	41.6090	23.6090	41.6090
Casco		50040	ANCHOR BAY SCHOOL DISTRICT	30.5754	48.5754	30.5754	48.5754
Casco		50180	RICHMOND COMMUNITY SCHOOLS	27.5254	45.4498	27.5254	45.4498
Casco		74050	EAST CHINA TWP SCHOOL DIST	24.4832	42.4832	24.4832	42.4832
China		74050	EAST CHINA TWP SCHOOL DIST	23.9534	41.9534	23.9534	41.9534
Clay		74030	ALGONAC COMMUNITY SCH DIST	24.8020	42.1133	31.7770	49.0883
Clyde		74010	PORT HURON AREA SCHOOL DIST	24.3281	42.3281	24.3281	42.3281
Clyde		74130	YALE PUBLIC SCHOOLS	26.4227	44.4227	26.4227	44.4227
Columbus		50180	RICHMOND COMMUNITY SCHOOLS	26.5273	44.4517	26.5273	44.4517
Columbus		74050	EAST CHINA TWP SCHOOL DIST	23.4851	41.4851	23.4851	41.4851
Columbus		74100	MARYSVILLE PUBLIC SCH DIST	28.3458	46.3458	28.3458	46.3458
Columbus		74120	MEMPHIS COMMUNITY SCHOOLS	25.9444	43.9444	25.9444	43.9444
Cottrellville		74050	EAST CHINA TWP SCHOOL DIST	23.4342	41.4342	24.9342	42.9342
East China		74050	EAST CHINA TWP SCHOOL DIST	27.2407	45.2407	27.2407	45.2407
Emmett		74040	CAPAC COMMUNITY SCH DISTRICT	26.1699	43.4065	26.1699	43.4065
Emmett		74130	YALE PUBLIC SCHOOLS	27.5145	45.5145	27.5145	45.5145
Emmett	EMMETT	74130	YALE PUBLIC SCHOOLS	34.5145	52.5145	34.5145	52.5145
Fort Gratiot		74010	PORT HURON AREA SCHOOL DIST	26.6944	44.6944	29.5878	47.5878
Grant		74010	PORT HURON AREA SCHOOL DIST	27.4114	45.4114	27.4114	45.4114
Grant		74130	YALE PUBLIC SCHOOLS	29.5060	47.5060	29.5060	47.5060
Grant		76080	CROSWELL LEXINGTON COMM SD	24.7635	42.7635	24.7635	42.7635
Greenwood		74130	YALE PUBLIC SCHOOLS	27.7427	45.7427	27.7427	45.7427
Greenwood		76080	CROSWELL LEXINGTON COMM SD	23.0002	41.0002	23.0002	41.0002
Ira		50040	ANCHOR BAY SCHOOL DISTRICT	33.5428	51.5428	33.5428	51.5428
Ira		74030	ALGONAC COMMUNITY SCH DIST	28.9901	46.3014	28.9901	46.3014
Ira		74050	EAST CHINA TWP SCHOOL DIST	27.4506	45.4506	27.4506	45.4506
Kenockee		74010	PORT HURON AREA SCHOOL DIST	26.1946	44.1946	26.1946	44.1946
Kenockee		74120	MEMPHIS COMMUNITY SCHOOLS	28.6931	46.6931	28.6931	46.6931
Kenockee		74130	YALE PUBLIC SCHOOLS	28.2892	46.2892	28.2892	46.2892
Kimball		74010	PORT HURON AREA SCHOOL DIST	24.9607	42.9607	24.9607	42.9607
Kimball		74100	MARYSVILLE PUBLIC SCH DIST	29.8606	47.8606	29.8606	47.8606
Kimball		74120	MEMPHIS COMMUNITY SCHOOLS	27.4592	45.4592	27.4592	45.4592
Lynn		74040	CAPAC COMMUNITY SCH DISTRICT	25.2174	42.4540	25.2174	42.4540
Lynn		74130	YALE PUBLIC SCHOOLS	26.5620	44.5620	26.5620	44.5620
Lynn		76060	BROWN CITY COMM SCHOOL DIST	24.2739	42.2739	24.2739	42.2739
Mussey		74040	CAPAC COMMUNITY SCH DISTRICT	25.7504	42.9870	25.7504	42.9870
Mussey	CAPAC	74040	CAPAC COMMUNITY SCH DISTRICT	41.0163	58.2529	41.0163	58.2529
Port Huron		74010	PORT HURON AREA SCHOOL DIST	29.5687	47.5687	33.4847	51.4847
Riley		50050	ARMADA AREA SCHOOLS	27.3558	45.3558	27.6558	45.6558
Riley		74040	CAPAC COMMUNITY SCH DISTRICT	24.1377	41.3743	24.4377	41.6743
Riley		74120	MEMPHIS COMMUNITY SCHOOLS	25.8862	43.8862	26.1862	44.1862
Riley		74130	YALE PUBLIC SCHOOLS	25.4823	43.4823	25.7823	43.7823
Saint Clair		74050	EAST CHINA TWP SCHOOL DIST	23.4772	41.4772	23.4772	41.4772
Saint Clair		74100	MARYSVILLE PUBLIC SCH DIST	28.3379	46.3379	28.3379	46.3379
Wales		74010	PORT HURON AREA SCHOOL DIST	23.9955	41.9955	23.9955	41.9955
Wales		74100	MARYSVILLE PUBLIC SCH DIST	28.8954	46.8954	28.8954	46.8954
Wales		74120	MEMPHIS COMMUNITY SCHOOLS	26.4940	44.4940	26.4940	44.4940
Wales		74130	YALE PUBLIC SCHOOLS	26.0901	44.0901	26.0901	44.0901
Algonac		74030	ALGONAC COMMUNITY SCH DIST	37.2375	54.5488	37.2375	54.5488
Marine City		74050	EAST CHINA TWP SCHOOL DIST	38.4541	56.4541	38.4541	56.4541
Marysville		74050	EAST CHINA TWP SCHOOL DIST	38.8634	56.8634	38.8634	56.8634
Marysville		74100	MARYSVILLE PUBLIC SCH DIST	43.7241	61.7241	43.7241	61.7241
Memphis		74120	MEMPHIS COMMUNITY SCHOOLS	43.4750	61.4750	43.4750	61.4750
Port Huron		74010	PORT HURON AREA SCHOOL DIST	43.1818	61.1818	43.1818	61.1818
Richmond		50180	RICHMOND COMMUNITY SCHOOLS	41.4593	59.3837	41.4593	59.3837
St. Clair		74050	EAST CHINA TWP SCHOOL DIST	39.0585	57.0585	39.0585	57.0585
Yale		74130	YALE PUBLIC SCHOOLS	45.9840	63.9840	45.9840	63.9840

Local Units' Special Assessment

Local Municipality (Twp/City/Vlg)	ALL Purpose(s) of Qualifying Special Assessment Millage	Total of All Special
	Rates for the Local Municipality Listed	Assessment Rates Levied UNITWIDE
Berlin	Fire – 119	1.5000
Clay	Fire – 119	2.1250
Clay	Police/Public Safety – 115	4.8500
Cottrellville	Fire – 119	0.8808
Cottrellville	Police/Public Safety – 115	0.1192
Cottrellville	Roads – 114	0.5000
Fort Gratiot	Fire – 119	2.7390
Fort Gratiot	Street Lights – 113	0.1544
Port Huron	Police/Public Safety – 115	3.4500
Port Huron	Street Lights – 113	0.4660
Riley	Fire – 119	0.3000

Resolution 22-63

Amending Resolution 22-43 Apportionment Report for 2022

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual session in October of each year, to determine the amount of money to be raised for County purposes, and to apportion such amount; and

WHEREAS, it is further their duty to apportion the amount of state tax and indebtedness of the County to the State among the several townships and other taxing bodies of the County in proportion to the valuation of the taxable property therein, real and personal, as determined by it, which determination and apportionment shall be entered at large on its record; and

WHEREAS, the Board of Commissioners, by law, is required to direct that the several amounts of money proposed to be raised, as provided by statute, shall be spread upon the assessment rolls of the townships and cities.

WHEREAS, the Board of Commissioners previously approved Resolution 22-43 adopting the 2022 Apportionment report at their October 20, 2022 Regular meeting; and

WHEREAS, Fort Gratiot Township and Brown City Community School District have revised levies and the 2022 Tax Apportionment Report for St. Clair County has been amended in its entirety.

NOW THEREFORE BE IT RESOLVED:

1. That the St. Clair County Board of Commissioners does hereby adopt the **Revised** St. Clair County Tax Report for the year 2022.
2. That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 2022.
3. That the **Revised** St. Clair County Tax Report is marked Exhibit "A", attached hereto, and made a part of hereof by reference.
4. All resolutions and parts of resolutions in conflict with this resolution are to the extent of the conflict, hereby rescinded.

DATED: December 8, 2022

Reviewed and Approves as to Form by:

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

Gary A. Fletcher
County Corporation Counsel
511 Fort Street, Suite 101
Port Huron, MI 48060

2023 State Opioid Response (SOR 2) Project Grant Agreement Approval

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo State Opioid Response Grant Agreement FY2023	11/29/2022	Cover Memo
📎	2023 State Opioid Response (SOR 2) Project Grant Agreement	11/29/2022	Cover Memo



COUNTY OF ST. CLAIR



OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant & Abbey Armstrong, Probation Officer

Date: November 29, 2022

Re: 2023 State Opioid Response (SOR 2) Project Grant Agreement

Attached is the FY 2023 2023 State Opioid Response (SOR 2) Project Grant Agreement for board approval.

The State Opioid Response (SOR 2) Project Grant award is \$15,000 and is administered by the Michigan Department of Health and Human Services. Per the grant agreement documents, the grant is 100% federally funded with no local match.

The St. Clair County Court plans to use funds to expand the operational Recovery Court program to be able to accept individuals suffering from opioid/stimulant use and provide MOUD/MAT, relapse prevention, peer coaching and other SUD treatment services to these individuals.

We recommend approving the FY 2023 State Opioid Response (SOR 2) Project Grant Agreement at the December 8, 2022 Board of Commissioners meeting.

**STATE COURT ADMINISTRATIVE OFFICE
STATE OPIOID RESPONSE 2 PROJECT**

**Subcontract Agreement
Between**

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 72nd District Court — DWI Sobriety Court

Federal I.D. Number: 386006420

Contract Number: 30147

Grant Amount: \$15,000

SCAO Unique Identifier: U10138

Project Title: Michigan State Opioid Response 2 Project

CFDA Title: State Opioid Response Grant

CFDA Number: 93.788

UEI: LDRRE6AP5KB3

Federal Agency Name: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration

Federal Grant Administered by: Michigan Department of Health and Human Services

Federal Grant Award Number: 6H79TI083298-02M003

DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.02 The term “Authorizing Official” means the individual, named by the applicant organization, who is authorized to act for the Grantee and to assume the Grantee’s obligations imposed by the laws, regulations, requirements, and conditions that apply to grant awards.

1.03 The term “Confidential Information” means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO. Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade

secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term "Effective Date" means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement's effective date.

1.05 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement.

1.07 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.08 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Agreement.

1.09 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.10 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.11 The term "Services" refers to the goods, services, activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Provider is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.14 The term “WebGrants” refers to the web-based grant management system used by the SCAO.

1.15 The term “Work Product” refers to reports, programs, manuals, tapes and videos prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence on October 1, 2022, and terminate on September 29, 2023, unless an exception is explicitly granted by the SCAO.

3. AGREEMENT AMOUNT AND BUDGET

3.01 This Agreement incorporates the Grantee’s approved grant application request and most recently approved budget. Budget deviations that exceed the Grant Amount are not permitted. The SCAO agrees to provide funding in an amount not to exceed the Grant Amount, conditioned entirely upon the SCAO’s actual receipt of the award. To the extent that Grant Amount is reduced or eliminated, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee’s benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

4.01 The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required based on the court’s risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

5. RELATIONSHIP

5.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

5.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide to the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee’s Services in accordance with this Agreement.

5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO’s behalf.

6. SYSTEM FOR AWARD MANAGEMENT

6.01 The Grantee (and all subrecipients and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

7. CHANGE IN GRANTEE CONTACT

7.01 The Grantee must submit a contract amendment through WebGrants notifying the SCAO of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, email addresses, and telephone numbers.

8. SCOPE OF SERVICES

8.01 The Grantee shall use its best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

9. STATEMENT OF WORK

9.01 The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. RIGHTS TO WORK PRODUCT

10.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

10.02 All written or visual Work Product created solely by the Provider is exclusively owned by the Provider and is subject to copyright or patent only by the Provider.

10.03 All written or visual work product produced under this Agreement with funds provided by the grant from SCAO shall be owned by SCAO and SCAO shall have the right to obtain from the Provider original materials produced under this Agreement and shall have the right to distribute those materials.

10.04 The SCAO grants the Provider a royalty-free, nonexclusive license to use any Work Product developed in the course of this Agreement that is not Confidential or Proprietary as defined in Section 18 of this Agreement if the Work Product enters the public domain. However, the Provider shall not publish or distribute any Work Product relating to the services provided under this Agreement without the prior written permission of the SCAO.

10.05 The Provider shall safeguard the Provider's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

11. WRITTEN DISCLOSURE

11.01 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the

Grantee's employees or subrecipients while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Inventions, Patented and/or Copyrighted Material that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

11.02 The Grantee warrants that as of the Effective Date of this Agreement there are no such Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

12. INSURANCE

12.01 The Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

13. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

13.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the Michigan Department of Health and Human Services (MDHHS).

13.02 Further, for each participant who is screened or accepted into the SOR 2 program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System (DCCMIS).

13.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

14. PAYMENT PROCESSING

14.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from MDHHS within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposit. To register, go to the Department of Technology, Management, and Budget's [website](#).

14.02 The Grantee shall make reasonable efforts to bill and collect first- and third-party fees, where applicable, and report them as outlined above. The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or attempt to collect.

14.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

14.04 Only program Services and Program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

14.05 Any program income received shall be used exclusively to further state opioid response project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds.

14.06 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

14.07 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

14.08 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the DHHS.

14.09 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812). Additionally, the Grantee is aware that this is a reimbursement-based grant.

14.10 The Grantee is aware that this is a reimbursement-based grant. The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

14.11 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

15. EMPLOYEE TIME CERTIFICATION

15.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants.

15.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee (including employees of subrecipients):

- becomes disabled or deceased while assigned to a grant-funded position;

- is removed or reassigned from a grant-funded position; and/or
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee).

16. RECORD MAINTENANCE/RETENTION

16.01 The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

17. AUTHORIZED ACCESS

17.01 The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized bylaw. The SCAO and/or the MDHHS and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including subrecipients), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program. 2 CFR 200.332(5) requires that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR 200.332, and the Grantee agrees to require its subrecipients to abide by these regulations.

18. CONFIDENTIAL INFORMATION

18.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 38 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

18.02 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this

Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

19. MEDICAL INFORMATION

19.01 Both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

20. HUMAN SUBJECTS

20.01 The Grantee agrees that prior to the initiation of research, the Grantee will submit to SCAO's Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the SCAO or in programs which receive funding from or through the State of Michigan, to a federally assured IRB, as well as to the SCAO, for review and approval.

21. AUDITS

21.01 The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends \$750,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq.*, the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than \$750,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. The submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

- ii. Delinquent Audit Status Notification Letter
Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits

The SCAO or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

F. Other Requirements

To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them.

22. SUBRECIPIENT MONITORING

22.01 The Grantee is solely responsible for monitoring its subrecipients and will submit copies of all executed subcontracts from subrecipients through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subrecipient agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.

22.02 Before any Services are rendered by subrecipients, the Grantee must obtain a written subcontract executed by all affected Parties.

22.03 The Grantee's subcontracts with subrecipients shall require the subrecipients to comply with all applicable terms of this Agreement, including all Department of Health and Human Services Award Conditions (Attachment 2) incorporated into this Agreement. The Grantee shall provide all subcontractors with a copy of this Agreement and a copy of the SOR2 Award Conditions.

22.04 In the event of a conflict between provisions in this Agreement and subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all subrecipient subcontracts. A conflict between this Agreement and the subrecipient, however, shall not be deemed to exist where the subcontract requires the subrecipient to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to SCAO for any and all subcontracted Services and for any breaches caused by subrecipients.

22.05 Expenses must be reasonable and necessary. If detailed Expense information is not included as part of the application process, the Grantee must submit a request seeking approval once sufficient detail has been supplied.

23. SOFTWARE COMPLIANCE

23.01 The Grantee must ensure software compliance and compatibility with the SCAO's data system for Services provided including, but not limited to: stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data.

24. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

24.01 If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge as provided in Section 38 of this Agreement.

25. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

25.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee submits false certification or falsifies any other report or document required hereunder.
- E. If the Grantee is convicted of any activity referenced in Section 24 of this Agreement during the term of this Agreement or any extension thereof.
- F. If the SCAO terminates this Agreement under Section 25.01, the Grantee is not eligible for SCAO grant funding for two years. After the two-year

period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

- G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

25.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

25.03 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Agreement ends.

26. FINAL REPORTING UPON TERMINATION

26.01 Except as provided in Section 25.02, should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this Agreement. The SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

26.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO SOR 2 grant program.

27. SEVERABILITY

27.01 If any provision of this Agreement or of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

28. LIABILITIES

28.01 The Grantee is responsible for Liabilities and Program Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

28.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with performance under this Agreement.

28.03 The SCAO is not responsible for Liabilities and Program Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

28.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third

parties to indemnify SCAO and the Michigan Supreme Court (“MSC”), including their officers, and employees (the “SCAO, MSC and related entities”) from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

29. MICHIGAN LAW

29.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

30. DEBT TO STATE OF MICHIGAN

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

31. DISPUTES

31.01 The Grantee shall notify the SCAO in writing of the Grantee’s intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

32. CONFLICT OF INTEREST

32.01 Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

33. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

33.01 The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the MDHHS and the SCAO. The SCAO shall supply the Grantee with a copy of said Agreement.

34. AMENDMENTS TO AGREEMENT

34.01 This Agreement, including but not limited to the scope of work and project budget changes, may be amended only by the Grantee’s submission of a Contract Amendment form through WebGrants.

35. ENTIRE AGREEMENT

35.01 This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. SCAO Grant Assurances (in WebGrants),
- C. Allowable/disallowable expense list (in WebGrants),
- D. Conditions on Expenses (in WebGrants),
- E. Approved grant budget (in WebGrants), and
- F. The SOR 2 Award Conditions (see Attachment 2).

36. PROGRAM CERTIFICATION

36.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of an adult drug, DWI sobriety, hybrid drug/DWI, veterans, or family treatment court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

37.01 The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

38. DELIVERY OF NOTICE

38.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: 1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is

Abbey K. Armstrong
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

38.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

39. GRANTEE'S AUTHORIZING OFFICIAL

39.01 The Grantee's "Authorizing Official" is the individual who signs this contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. The Authorizing Official may not be a judge or other state employee. The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

39.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

SIGNATURES OF PARTIES
FY 2023 State Opioid Response (SOR 2) Project
CONTRACT NUMBER: 30147

40. SIGNATURE OF PARTIES

- 40.01 This Agreement is not effective unless signed by both Parties.
- 40.02 The signatures on this Agreement are electronic through the DocuSign system.
- 40.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee’s Authorizing Official for the Authorizing Official’s review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee’s Authorizing Official for signature.
- 40.04 The DocuSign system requires an SCAO staff member to send this Agreement to an agent of the SCAO for review and signature.

72nd District Court DWI Sobriety Court	State Court Administrative Office
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_____ Authorizing Official’s Signature	_____ Authorizing Official’s Signature
_____ Authorizing Official’s Name	_____ Authorizing Official’s Name
_____ Authorizing Official’s Title	_____ Authorizing Official’s Title
_____ Date Signed by Authorizing Official	_____ Date Signed by Authorizing Official

ATTACHMENT 1

**STATE OPIOID RESPONSE 2 (SOR 2) PROJECT
FY 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 29, 2023**

PROGRAM REPORT DUE DATES	
January 5, 2023	Courts will be reporting on progress made during October 1, 2022, through December 31, 2022.
April 5, 2023	Courts will be reporting on progress made during January 1, 2023, through March 31, 2023.
July 5, 2023	Courts will be reporting on progress made during April 1, 2023, through June 30, 2023.
October 5, 2023	Courts will be reporting on progress made during July 1, 2023, through September 29, 2023.

PROGRAM INCOME REPORT DUE DATES	
January 5, 2023	Courts will be reporting on income collected October 1, 2022, through December 31, 2022.
April 5, 2023	Courts will be reporting on income collected January 1, 2023, through March 31, 2023.
July 5, 2023	Courts will be reporting on income collected April 1, 2023, through June 30, 2023.
October 5, 2023	Courts will be reporting on income collected July 1, 2023, through September 29, 2023.

FINANCIAL CLAIM REPORT DUE DATES**	
January 5, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 5, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 5, 2023	Courts will be reporting on expenditures from April 1, 2023, through June 30, 2023.
October 5, 2023*	Courts will be reporting on expenditures from July 1, 2023, through September 29, 2023.

*When the due date of the fourth-quarter claim is on a weekend, the new due date will be the Thursday before that weekend.

**These due dates are subject to change to an earlier due date. You will be notified if any due dates change.

GOVERNMENT PERFORMANCE AND RESULTS ACT MEASURES
Grantees will be required to complete a survey on each participant at intake, discharge, and six months out from date of intake. The survey can be found here . Grantees who will be completing the surveys on each participant may reach out to GPRA@wayne.edu to request individualized training on how to complete the survey.

Fiscal Year 2021 – Award Standard Terms

	Name	Language
1	Acceptance of the Terms of an Award	By drawing or otherwise obtaining funds from the Health and Human Services (HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO. Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and condition of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgrps107.pdf, including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Funding Opportunity Announcement, or the NoA.
2	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards	The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR Part 75 (Electronic Code of Federal Regulations (eCFR)).
3	Award Expectations	The eligibility and program requirements originally outlined in the Funding Opportunity Announcement (FOA) must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).
4	Flow down of requirements to sub-recipients	The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351 – 75.352, Sub-recipient monitoring and management.
5	Future Funding	As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds and satisfactory progress of the project.
6	Non-Supplant	Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
7	Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

	Name	Language
8	Conflicts of Interest Policy	Recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must: • address conditions under which outside activities, relationships, or financial interest are proper or improper; • provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official; • include a process for notification and review by the responsible official of potential or actual violations of the standards; and • specify the nature of penalties that may be imposed for violations.
9	Administrative and National Policy Requirements	Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
10	Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period	Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions. Per 45 CFR Part 75.308 (d)(3) SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances (UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction. Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority. Recipients who exercise expanded authority MUST include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR). Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award to determine if a particular authority is withheld for a specific award. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds. <i>Additional Guidance:</i> https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover

	Name	Language
11	Marijuana Restriction	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. <i>See, e.g.</i>, 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
12	Prior Approval	SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 45 CFR, as applicable. Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 45 CFR Part 75 or the HHS Grants Policy Statement, must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request. Only an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk. Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval is listed in the HHS Grants Policy Statement under Exhibit 5, Page II-49 See link: https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. SAMHSA instructions regarding requests for prior approval are available at: https://www.samhsa.gov/grants/grants-management/post-award-amendments
13	Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300. For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.
14	Promotional Items	SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html

	Name	Language
15	SAM and DUNS Requirements	This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A SAM and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 System of Award Management (SAM) and Universal Identifier Requirements A. Requirement for System of Award Management Unless you are exempted from this requirement under 2 CFR 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you: 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and 2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you. C. Definitions. For purposes of this award term: 1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: http://www.sam.gov). 2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities. 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C: a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity. 4. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient; b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract. 5. Subrecipient means an entity that: a. receives a subaward from you under this award; and b. is accountable to you for the use of the Federal funds provided by the subaward.

	Name	Language
16	Federal Financial Accountability and Transparency Act (FFATA)	Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170 a. Reporting of first-tier subawards. 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). 2. Where and when to report. i. You must report each obligating action described in paragraph a. 1. of this award term to http://www.fsrs.gov. ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.) 3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify. b. Reporting Total Compensation of Recipient Executives. 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if— i. the total Federal funding authorized to date under this award is \$25,000 or more; ii. in the preceding fiscal year, you received— (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/fast-answers/answers-execomphmt.html 2. Where and when to report. You must report executive total compensation described in paragraph b. 1. of this award term: i. As part of your registration profile at https://www.sam.gov ii. By the end of the month following the month in which this award is made, and annually thereafter. c. Reporting of Total Compensation of Subrecipient Executives. 1. Applicability and what to report. Unless you are exempt as provided in paragraph c. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if— i. in the subrecipient's preceding fiscal year, the subrecipient received— (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the

Name	Language
	Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.) 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term: i. To the recipient. ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year. d. Exemptions if, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient. e. Definitions. For purposes of this award term: 1. Entity means all of the following, as defined in 2 CFR Part 25: i. A Governmental organization, which is a State, local government, or Indian tribe; ii. A foreign public entity; iii. A domestic or foreign nonprofit organization; iv. A domestic or foreign for-profit organization; v. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity. 2. Executive means officers, managing partners, or any other employees in management positions. 3. Subaward: i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. 4. Subrecipient means an entity that: i. Receives a subaward from you (the recipient) under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward. 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

Name	Language
	i. Salary and bonus. ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. v. Above-market earnings on deferred compensation which is not tax-qualified. vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]
17 FAPIS - Recipient Integrity and Performance	https://www.fapiis.gov/fapiis/index.action A. Reporting of Matters Related to Recipient Integrity and Performance 1. General Reporting Requirement If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. 2. Proceedings About Which You Must Report Submit the information required about each proceeding that: a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; b. Reached its final disposition during the most recent five-year period; and c. If one of the following: (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or (4) Any other criminal, civil, or administrative proceeding if: i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition; ii. It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

Name	Language
	iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations. 3. Reporting Procedures Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded. 4. Reporting Frequency During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings. 5. Definitions For purposes of this award term and condition: a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised [81 FR 3019, Jan. 20, 2016]
18 Acknowledge- ment of Federal Funding in communications and contracting.	As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
19 Acknowledge- ment of Federal Funding at Conferences and Meetings	A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the

Name	Language
	costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§75.438, 75.456, 75.474, and 75.475. When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): <i>Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.</i>
20 Rights in Data and Publications	As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR § 75.322 and the HHS Grants Policy Statement. Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
21 Mandatory Disclosures	Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses: U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: MandatoryGranteeDisclosures@oig.hhs.gov Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

	Name	Language
22	Lobbying Restrictions	Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93. U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.
23	Drug-Free Workplace	The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.
24	Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175	The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf
25	Confidentiality of Alcohol and Drug Abuse Patient Records	The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

	Name	Language
26	Healthy People 2020	Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/
27	Accessibility Provisions	Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.
28	Data Collection and Performance Measurement:	All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the Funding Opportunity Announcement (FOA) and are required to submit data via SAMHSA's data-entry and reporting system. Please contact your Government Program Official for additional submission information.
29	Legislative Mandates	Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt.

	Name	Language
30	Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs	This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must: a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.
31	Audits	Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR §75.501(a). Guidance on determining Federal awards expended is provided in 45 CFR §75.502. Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB. For specific questions and information concerning the submission process: • Visit the Federal Audit Clearinghouse at https://harvester.census.gov/facweb • Call FAC at the toll-free number: (800) 253-0696
32	Ad Hoc Submissions	Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: • Payroll • Purchase orders • Contract documentation • Proof of project implementation
33	Submitting Responses to Conditions and Reporting Requirements	Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.
34	Risk Assessment	SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.

	Name	Language
34	90-day Reconciliation and Liquidation Period	In accordance with 45 CFR 75.309 and 75.381, recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of award's obligation and expenditure period (i.e., the project period) which also coincides with the due date for submission of the FINAL Federal Financial Report (SF-425). After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 90-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods are denied.

Boards and Commissions Reappointments

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Boards and Commissions Reappointments	12/6/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



MEMO

To: St. Clair County Board of Commissioners

From: Jennifer Posey

Date: December 8, 2022

Re: Boards and Commissions Reappointments

Below is a list of individuals and their represented positions on various boards and commissions that are expiring and desire reappointment.

Central Dispatch Advisory Board

Ken Cummings	Medical Control Board/EMS	4 Years	12/31/2026
Jeffrey White	Alternate: Medical Control Board/EMS	4 Years	12/31/2026

Commission on Aging

Sharon DeFever	Member-at-Large	3 Years	12/31/2025
Linda Schmitt	District 1	3 Years	12/31/2025

Land Bank Authority

Mayor Pauline Repp	Elected Township or City Official	3 Years	12/31/2025
Jay DeBoyer	At Large	3 Years	12/31/2025

Metropolitan Planning Commission

Dr. Geoffry Kusch	Member-at-Large	3 Years	12/31/2025
Robert Sheehy	Transportation/Utilities	3 Years	12/31/2025
Robert Tansky	Business	3 Years	12/31/2025

Parks and Recreation Commission

Melissa Hanners	Member-at-Large	3 Years	12/31/2025
Bea Castillo	Alternate: Member-at-Large	3 Years	12/31/2025
Peter Leto	District 4 & 5	3 Years	12/31/2025
James Bier	Alternate: District 4 & 5	3 Years	12/31/2025

Retirement Board

Karry Hepting	BOC Representative	1 Year	12/31/2023
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COUNTY OF ST. CLAIR



Solid Waste Management Planning Committee

Charles Dally	Environmental Interest Group	2 Years	12/31/2024
Marty Ullicny	Solid Waste Management Industry	2 Years	12/31/2024
Barry Kreiner	City Government	2 Years	12/31/2024
Timothy Ward	General Public	2 Years	12/31/2024
John Jones	General Public	2 Years	12/31/2024
Kelly Karll	Regional Solid Waste Planning	2 Years	12/31/2024

Veterans Affairs Board

Michelle Kantz	Member	4 Years	12/31/2026
----------------	--------	---------	------------

Board of Road Commissioners / Department of Public Works - District 2 Appointment

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Board of Road Commissioners-DPW Roster	12/1/2022	Cover Memo
Lauwers Application	12/1/2022	Cover Memo
Meldrum Application	12/1/2022	Cover Memo
Three District Map	12/5/2022	Cover Memo

Boards and Commissions Committee Report

Board of Road Commissioners/DPW

Est. by Resolution 84-29

	<i>Position</i>	<i>Term</i>	<i>Expiration</i>
Mr. Timothy M. Ward 4614 Lakeshore Rd. Fort Gratiot MI 48059 <i>Home Phone</i> (810) 984-4417 <i>Work Phone</i> (810) 679-2500 <i>Mobile Phone</i> (810) 434-6380 <i>Email</i> tward@easternmichiganbank.com	District 1 Member of Road Commission and Secretary for DPW	6 Years	12/31/2024
** Vacant	District 2	6 Years	12/31/2028 12/31/2022

Home Phone

Work Phone

Mobile Phone

Email

Mr. Timothy J. LaLonde

1919 Kennedy Road

St. Clair MI 48079

Home Phone (810) 329-9822

Work Phone

Mobile Phone

Email

District 3

6 Years

12/31/2026

Vice Chairman for Road
Commission and Chairman for
DPW

Mr. David Rushing

12618 Masters Rd.

Riley MI 48041

Home Phone (810) 392-2127

Work Phone

Mobile Phone (586) 615-3638

Email drushing@stclaircounty.org

Represents BOC's

Mr. Kirk Weston

21 Airport Drive

St. Clair MI 48079

Home Phone

Work Phone (810) 388-4024

Mobile Phone

Email kweston@stclaircounty.org

Road Commission Managing
Director

Director of DPW and Managing
Director of Road Commission



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Michael Middle Initial: L Last Name: Lauwers

Home Address: 3148 Harvey Rd Home Phone: n/a

City: Capac Zip Code: 48014 Bus Phone: n/a

E-mail Address: lauwers803@gmail.com Cell Phone: 810-343-0671

I am at least 18 years of age: ☒ Yes ☐ No

Employer: self Title: Owner

Nature of Employment: Agriculture

Educational Level: High School Degree Received: Diploma

Board and/or Commission interested in serving on: Road Commission

Community activities and/or experience: St. Clair County Soil Conservation Board
St. Clair County Farm Bureau Board

Previous Held Appointments: _____ Length of Appointment: _____

Mussey Township Trustee 12 years

Mussey Township Supervisor 18 years

Other information you wish to provide to qualify you to serve on the Board and/or Commission: As Township supervisor, I have worked with the

road commission and would like to maintain the working relationship between the townships and the Road Commission

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

Mike Lauwers
Signature

11/22/22
Date



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Todd Middle Initial: E Last Name: Meldrum
Home Address: 332 Stinson Rd. Home Phone: 810-392-3837
City: Riley Zip Code: 48041 Bus Phone: 810-384-1555
E-mail Address: ttmeldrum@hotmail.com Cell Phone: 586-531-7811
I am at least 18 years of age: ☒ Yes ☐ No

Employer: Todd Meldrum, Inc. Title: President/Owner
Nature of Employment: Trucking of sand/gravel/stone, Lanscape Supply Yard
Educational Level: High School Graduate Degree Received: H.S. Diploma

Board and/or Commission interested in serving on: Road Commission/DPW Board

Community activities and/or experience: In business for 34 years serving the community.

Previous Held Appointments: N/A Length of Appointment: _____

Other information you wish to provide to qualify
you to serve on the Board and/or Commission: It would be a privledge to serve the community

in which I live and work. I believe my years of business knowledge would be an asset to the board.

Available for day time meetings? ☒ Yes ☐ No

Available for evening meetings? ☒ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

Todd Meldrum
Signature

11-20-22
Date

District Boards

Three Districts:
Airport Advisory
Social Services
Road Commission

Legend

- Interstate
- Local Highways and Ramps
- Major Roads
- Local Roads
- CSS County Boundary
- CSS Minor Civil Division
- CSS Unique Village Boundary
- Canada
- United States
- Major Watercourses
- SrvBoard_Div3**
 - District 1
 - District 2
 - District 3

0 4,358,700 17,400 26,100 34,800 43,500 52,200 60,900 69,600
Feet

Life Skills Centers, Inc. and Port Huron Housing Commission - Contract Addendums

Summary:

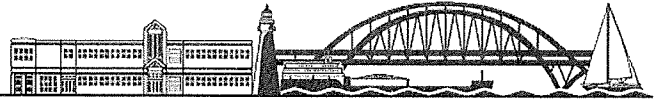
ATTACHMENTS:

	Description	Upload Date	Type
📎	Life Skills Centers, Inc. and Port Huron Housing Commission - Contract Addendums	11/29/2022	Cover Memo
📎	Life Skills	11/29/2022	Cover Memo
📎	Port Huron Housing Commission	11/29/2022	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, Senior Citizens Millage Administrator 

Date: December 8, 2022

Re: Life Skills Centers Inc and Port Huron Housing Commission – Contract Addendums

Please be advised that Life Skills Centers and Port Huron Housing Commission have requested additional funding for services from the Senior Citizens Millage. The Commission on Aging reviewed and approved the request for additional funds at their October 26, 2022 meeting.

The Life Skills Centers - Addendum #1 includes an increase of \$8,000 for a total amount not to exceed \$42,424. The Port Huron Housing Commission – Addendum #1 includes an increase of \$6,475 for a total amount not to exceed \$23,590. With both these contract amendments, the total Commission on Aging expenditures will be within the BOC adopted budget and no budget adjustment will be necessary.

Recommendation: We respectfully request that the Board of Commissioners approve the Life Skills Centers Contract Addendum #1 for an amount not to exceed \$42,424 and the Port Huron Housing Commission Contract Addendum #1 for an amount not to exceed \$23,590.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT – ADDENDUM #1

Contract Expiration Date: December 31, 2022

Contract – NOT TO EXCEED \$42,424

*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. P.O. Box 380676 Clinton Twp, MI 48038 (herein, the “Contractor”)
--	---

Both Parties mutually agree to amend the above referenced contract for services as follows:

- Total contract amount for reimbursement of services shall not exceed \$42,424, which is an additional \$8,000.

St. Clair County Commission on Aging approved the changes outlined above at their October 26, 2022 meeting. All other terms and conditions remain the same.

FOR THE CONTRACTOR:

BY: _____
David R. Wagner, Executive Director

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Commission on Aging/Senior Citizens Millage

PROFESSIONAL SERVICE CONTRACT – ADDENDUM #1

Contract Expiration Date: December 31, 2022

Contract – NOT TO EXCEED \$23,590

*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”)
--	---

Both Parties mutually agree to amend the above referenced contract for services as follows:

- Total contract amount for reimbursement of services shall not exceed \$23,590, which is an additional \$6,475.

St. Clair County Commission on Aging approved the changes outlined above at their October 26, 2022 meeting. All other terms and conditions remain the same.

FOR THE CONTRACTOR:

BY: _____
James Dewey, Executive Director

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____

Commissioner McConnell - District 1 American Rescue Plan Project - Kenockee Township

Summary:

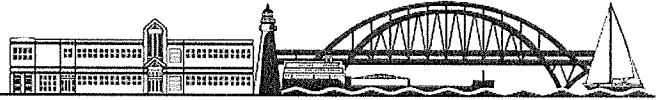
ATTACHMENTS:

	Description	Upload Date	Type
	Commissioner McConnell - District 1 American Rescue Plan Project - Kenockee Township	11/29/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

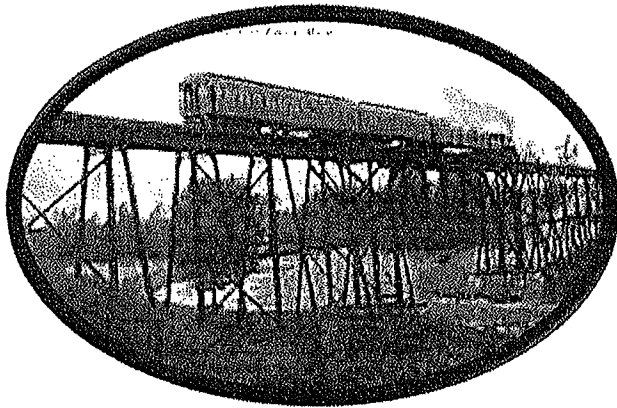
MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 29, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use \$50,000 for the Township of Kenockee for upgrading their on-line security and financial software for both the Township and Fire Department. This includes new servers, firewalls and cabling. They are also requesting to use the funding to upgrade the electrical wiring at the Fire Department. The invoices have already been paid and are within the grant period beginning March 3, 2021. These expenditures are considered a provision of government services and are an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from the Township of Kenockee which details their request. The funds will be reimbursed once all required documentation has been received from the Township.



Kenockee Township Office

4420 Kilgore Road, P.O. Box 400

Avoca, Michigan 48006

Phone : 810-324-6126

EMAIL : officemgr@kenockeetwp.org

November 28, 2022

Dear Commissioner McConnell,

I hope this letter finds you well. At this time, Kenockee Township Board wishes to request the \$50,000.00 grant offered by you. The township chose to upgrade our on-line security and software at both the township office and fire department. We have also upgraded the fire department electrical. I have attached per your instructions; copies of the bills and check stubs to show that payments for services have been paid by the township.

I have submitted all that was done to update and secure our township to date.

IT Right (Internet security): \$17574.86

BS&A: (Township Software): \$24,895.00

MDIS: (Internet wiring): \$9601.04

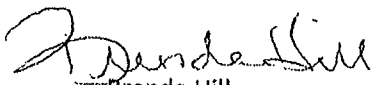
MSC Electrical: (Fire Dept electrical upgrade) \$8745.70

Total Upgrades: \$60,816.60

I know that you had stated that if the costs were greater than \$50,000.00 that you would consider possibly allowing the grant to be changed to compensate. If this is still possible at this time, I hope that you will consider our township for this. Our township was in much need of the updates and well past due. However, the Kenockee Township Board would like to thank you for this grant opportunity. It has been a pleasure having you represent our district. We wish you the best in your future retirement and endeavors.

If you have any further questions or need further information from us. Please feel free to contact me.

Sincerely,


Brenda Hill

Kenockee Township Clerk

FY 2023 St. Clair County Community Mental Health Authority (SCCCMH) Agreement for Recovery Court Grants

Summary:

ATTACHMENTS:

Description		Upload Date	Type
☐	Memo Drug Court Grants LOA with CMH FY 2023	11/30/2022	Cover Memo
☐	Recovery Court LOA - subcontract - FY23	11/30/2022	Cover Memo



COUNTY OF ST. CLAIR



OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant & Abbey Armstrong, Probation Officer

Date: November 30, 2022

Re: FY 2023 SCCCMH agreement for Recovery Court Grants

Attached is the FY 2023 agreement with St. Clair County Community Mental Health Authority (SCCCMH) for services to be provided under the FY 2023 Michigan Drug Court Grant program and FY 2023 Office of Highway Safety Planning Grant program.

The services to be provided by SCCCMH consist of assessments for crisis and inpatient care, substance abuse outpatient care, group therapy substance abuse, new patient evaluations, patient evaluation and management, substance abuse assessments, outpatient treatment, peer support services, substance abuse recovery support and targeted case management.

The total allotted to SCCCMH under the grants is \$19,986.20. These services will be paid for with the Michigan Drug Court Grant (\$10,988.78) and the Office of Highway Safety Planning Grant (\$8,997.42).

We recommend approving the FY 2023 SCCCMH agreement for Recovery Court services at the December 8, 2022 Board of Commissioners meeting.

**LETTER OF AGREEMENT
(SUB-CONTRACT)**

Contract #
Federal: 28639
State: 28637

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

**~ Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant ~
(Recovery Court)**

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2022 through September 30, 2023 (FY23).

Conditioned upon **72ND DISTRICT COURT, County of St. Clair, Michigan Recovery Court Program**, executing the attached *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* ('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 nineteen thousand nine hundred eighty-six dollars and twenty cents (\$19,986.20) to **St. Clair County Community Mental Health Authority**, in accordance with the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* terms. These funds are to address contractual expenses within the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant*.

ATTACHMENT A: *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (Grant Sub-Contract Summary)*

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 *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant*.

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of invoices for treatment costs to **St. Clair County Recovery Court**.

Program Director / Designee
St. Clair County Recovery Court

Date

Chairman / Designee
St. Clair County Board of Commissioners

Date

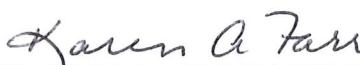
Chief Executive Officer / Designee
St. Clair County Community Mental Health Authority

Date

ALCOHOL TRAFFIC SAFETY AND DRUNK DRIVING PREVENTION INCENTIVE GRANT SUBCONTRACT

SUBGRANTEE: Dept. Name: St. Clair Co. Community Mental Health Authority Address: 3111 Electric Avenue City, State & Zip: Port Huron, MI 48060 Telephone: (810)985-8900 Fax: (810)985-7620		SUBGRANTEE PROJECT OFFICIAL: Project Director: Kathleen Gallagher Title: Program Director Department: Address: 3111 Electric Avenue City, State & Zip: Port Huron, MI 48060 Telephone: (810)985-8900 Fax: ((810)985-7620															
St. Clair Co. Dist. Court - 2023 SCAO CONTRACT #: Federal: 28639 State: 28637		SUBGRANTEE FINANCIAL OFFICIAL: Project Director: Karen Farr Title: Chief Financial Officer Department: Finance Address: 3111 Electric Avenue City, State & Zip: Port Huron, MI 48060 Telephone: (810)985-8900 Fax: (810)985-7620															
SUBCONTRACTOR FEDERAL ID# 38-6006420																	
PROJECT START DATE 10/1/2022	PROJECT END DATE 9/30/2023	PROJECT TITLE: Alcohol traffic Safety & Drunk Driving Prevention Incentive Grant SCAO Contract No.: Federal: 28639 State: 28637 Federal Grant Award No.: AL-23-05 CFDA No.: 20.616															
<u>BUDGET SUMMARY</u> <table border="1" 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>Salaries & Wages</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Fringe Benefits</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Travel</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Supplies & Materials</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Expenses: Contractual</td> <td style="text-align: right;">\$19,986.20</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$19,986.20</td> </tr> </tbody> </table>				<u>CATEGORY</u>	<u>AMOUNT</u>	Salaries & Wages	\$0	Fringe Benefits	\$0	Travel	\$0	Supplies & Materials	\$0	Equipment	\$0	Other Expenses: Contractual	\$19,986.20
<u>CATEGORY</u>	<u>AMOUNT</u>																
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Fringe Benefits	\$0																
Travel	\$0																
Supplies & Materials	\$0																
Equipment	\$0																
Other Expenses: Contractual	\$19,986.20																
TOTAL	\$19,986.20																
		OHSP FUNDS MDCGP FUNDS	\$ 8,997.42 \$10,988.78														
		MATCHING FUNDS	\$0														
		TOTAL	\$19,986.20														

We hereby accept this subcontract in the amount and for the period shown above on the basis of the application, assurances and supporting documents submitted by the Grantee to the Michigan State Police. The subgrant becomes effective upon the return of the executed subcontract to the Grantee. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The subgrantee agrees to provide the Grantee with a copy of the Single Audit Report of the subgrantee's entity.

FOR THE SUBGRANTEE:	FOR THE GRANTEE:
Signature:  11-23-2022 Name: Debra Johnson Date: Subgrantee Authorizing Official	Signature: Name: Abbey K. Armstrong Date: Project Director
Signature:  11-24-2022 Name: Kathleen Gallagher Date: Subgrantee Project Official	GRANTEE: Department: St. Clair County District Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI. 48060
Signature:  11.29.2022 Name: Karen Farr Date: Subgrantee Financial Official	

FY 2023 Letter of Agreement with Sacred Heart Rehabilitation Center for RSAT Prevention Services

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Letter of Agreement Sacred Heart FY2023	11/30/2022	Cover Memo
📎 Sacred Heart LOA 2023	11/30/2022	Cover Memo



COUNTY OF ST. CLAIR



OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Olivia DeMoss, RSAT Coordinator

Date: November 30, 2022

Re: FY 2023 Letter of Agreement with Sacred Heart Rehabilitation Center for RSAT Prevention Services for inmates

Attached is the Letter of Agreement between the County and Sacred Heart Rehabilitation Center for Prevention Services for the Intervention Center inmates through the Residential Substance Abuse Treatment grant.

The agreement is in the amount of \$10,000 with \$7,500 being reimbursed through the FY 2023 RSAT grant and \$2,500 paid by St. Clair County Jail Commissary budget towards the 25% required local match.

We are requesting approval of the Letter of Agreement at the December 8, 2022 Board of Commissioners meeting.

LETTER OF AGREEMENT

Between

Sacred Heart Rehabilitation Center
400 Stoddard Rd.
Richmond, MI. 48062

And

St. Clair County
200 Grand River Avenue, Suite 203
Port Huron, MI 48060

PURPOSE:

- This Letter of Agreement acknowledges that the Sacred Heart Rehabilitation Center agrees to coordinate prevention services provided to individuals of the St. Clair County Intervention Center (Provider).

SERVICES RENDERED:

- Provider responsibilities include:
 - Terms of Payment as described.
- Sacred Heart responsibilities include:
 - Details outlined in the Services Description (Attachment A).

TERM:

- This Agreement is effective 10.01.2022 through 9.30.2023.

FEE:

- The total amount of dollars available for the arrangement is \$10,000 (\$7,500 provided by the St. Clair County federal grant (U.S. Department of Justice) and a 25% match of \$2,500 provided by St. Clair County Intervention Center.

TERMS OF PAYMENT:

- St. Clair County agrees to reimburse the PIHP 45 days following receipt of a completed Invoice.

ADDITIONAL:

- Either party may terminate this Agreement at any time with 30 days prior written notice.



Sacred Heart Designee

11-30-2022

Date

St. Clair County Authorized Signature

Date

Attachment A

Services Description

PIHP Responsibilities:

Coordinate prevention services to individuals of the St. Clair County Intervention Center, located at 1170 Michigan Road Port Huron, MI 48060:

- Through its contract with Sacred Heart Rehabilitation Center. The specific service is MBO 8007, Strategy Code E03 Other Group Education – PTSD / Addiction to Trauma. The unit rate paid to Sacred Heart Rehabilitation Center and subsequently billed to Provider is \$200.00 per unit (1 unit = 1 90-minute group session) with 50 planned units. This is a total cost of \$10,000.

From data submitted by Sacred Heart Rehabilitation Center, the PIHP will bill the Provider each month indicating the total number of units with total amount for reimbursement.

Resolution 22-64 Amending Resolution 22-56 LDFA Loan

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution 22-64 Amending Resolution 22-56 LDFA Loan	12/7/2022	Cover Memo

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RESOLUTION 22- 64**

AMENDING RESOLUTION 22 – 56 LDFA LOAN

WHEREAS, The St. Clair County Board of Commissioner adopted Resolution 22-56 on November 17, 2022 authorizing the transfer and loan to the I-69 International Trade Corridor Next Michigan Development Corporation in the amount of \$700,000; and

WHEREAS, additional funding is needed for costs advanced by the I-69 International Trade Corridor Next Michigan Development Corporation for legal plan review, hearings notices and similar costs and there are no funds available to pay for these project costs;

WHEREAS, the County is advancing funds to cover Magna project costs which will be reimbursed with interest to which the additional funding can be added because it will be fully reimbursed to the County:

NOW THEREFORE, BE IT RESOLVED:

1. The St. Clair County Board of Commissioners authorizes the transfer in an amount not to exceed \$750,000.00 (the “Advance”) to the I-69 International Trade Corridor Next Michigan Development Corporation St. Clair #1 Next Michigan Development Area (the “LDFA”) to be used by the LDFA for the sole purpose acquiring two parcels of real property (the “Property”), totaling approximately 23.19 acres, from the City of St. Clair. The County’s obligation to make the Advance is contingent upon the following:
 - A. The LDFA is created after completion of all steps necessary to establish a Development Area required under the Act.
 - B. \$700,000 of the Advance will be used for the sole purpose of acquiring the Property.
 - C. The Property is included within the LDFA and will be used by Magna Electric Vehicle Structures, or an affiliated entity, for expansion to an existing facility located within the LDFA.
 - D. Up to \$50,000 of the Advance will be used to reimburse the I-69 Next Michigan LDFA for costs actually incurred by the I-69 International Trade Corridor Next Michigan Development Corporation to establish and complete the LDFA for the Magna project.
 - E. The Advance qualifies as an “advance” of the LDFA as defined pursuant to Michigan’s Recodified Tax Increment Financing Act (the “Act”). MCL 125.4402(a).
 - C. The LDFA approves a Development Plan and Financing Plan, as required by the Act, which, among other things, requires the LDFA repay the Advance to the County, plus interest at the rate of 3.00% per annum until paid in full, from funds captured by the LDFA pursuant to an approved tax capture plan.
2. The commitment to make the Advance as described herein shall be binding on the County provided the above conditions are satisfied.

DATED: December 8, 2022

Reviewed and Approved as to Form by:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street, Suite F
Port Huron, MI 48060

To: St. Clair County Board of Commissioners

From: Jerry Johnson, MSU Extension District Director

Date: November 21, 2022

Re: 2023 Memorandum of Agreement: MSU Extension Services in St. Clair County

The attached Memorandum of Agreement (MOA) clarifies the terms and conditions of MSU Extension's work efforts in St. Clair County. In addition, it verifies the budget terms upon which have been previously agreed.

The annual assessment for 2023 is \$97,814.00 which is to be paid quarterly consistent with past practice. This assessment provides the financial support for expenses related to educator staff and program support for the 4-H Youth Development program as well as funding for the Office Coordinator position. St. Clair County also provides work space and office supplies necessary for daily operations. MSU will provide access to programs in all four MSU Extension Institutes for St. Clair County. This includes access to Educators, Program Instructors and MSU faculty affiliated with each Institute.



We enter into this agreement annually subject to the approval by the St. Clair County Board of Commissioners.

I will be in attendance to answer any questions or concerns expressed by the board.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Johnson", written over a horizontal line.

Jerry Johnson
District 10 Director
MSU Extension

**St. Clair County
MSU EXTENSION**

200 Grand River Avenue
Suite 102
Port Huron, MI 48060

810.989.6935
Fax: 810.985.3557

msue.stclaircounty.org

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Saint Clair County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **0** FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessibile.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.0 FTE MSU employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity at **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Total Annual Assessment in the amount of **\$97,814**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes 0 FTE 4-H Program Coordination)	\$97,814
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ADDITIONAL PERSONNEL

B. 1.0 FTE Clerical Support Staff to be employed by MSU	\$68,674
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C. 0 FTE Educator (Program Area:)	\$0
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D. Credit 1.0 FTE County Employed 4-H Program Coordinator	\$(68,674)
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E. 0 FTE Additional paraprofessional staff	\$0
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TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2023:	\$97,814
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I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2023, the first day of the County budget year 2022 and shall terminate on the last day of such County budget year 2023. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to County of St. Clair, Office of the Administrator/Controller, Attn: Accts Payable, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.

2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

SAINT CLAIR COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

To: St. Clair County Board of Commissioners

From: Jerry Johnson, MSU Extension District Director

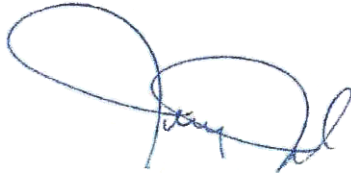
Date: November 22, 2022

Re: Request Office Closure 12/27/22 – 12/29/22

MSU has added three additional days of vacation for MSU employed staff. For 2022, those days are Tuesday, 12/27/22 through Thursday, 12/29/22. As these are not approved holidays for employees of St. Clair County, I'm requesting permission to close the office for those days. We have one full time county employee, our 4-H program coordinator, who would be given permission to work remotely for those three days when she is not otherwise engaged in community programming. Typically, foot traffic is extremely light during this time period and are able to monitor incoming phone calls remotely. In my estimation, this does not create a significant inconvenience for the residents of St. Clair County.

Thank you for your consideration of this request.

Sincerely,



Jerry Johnson
District 10 Director
MSU Extension



**St. Clair County
MSU EXTENSION**

200 Grand River Avenue
Suite 102
Port Huron, MI 48060

810.989.6935
Fax: 810.985.3557

msue.stclaircounty.org

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

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

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

THOMAS HULL
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: St. Clair County Board of Commissioners

From: Mike McMillan, Court Administrator 

Date: November 17, 2022

Re: Daytreatment/Nightwatch Transition and Move

The 31st Circuit Court and DTNW program are respectfully requesting that the Board of Commissioners approve the addition of an entranceway, parking lot, and kitchen rehabilitation at the former juvenile detention center.

Following the retirement of a member of the Day Treatment/Night Watch Administrative Team in 2020, it was decided to reorganize the administrative structure of the programs – having one administrative team oversee all the functions of both locations of our Day Treatment/Night Watch Programs. The administrators were able to work collaboratively as a team; however, being in two separate buildings creates some difficulty with things such as being available in to deescalate youth, and building consistent rapport with supervised staff.

Our academic provider, the St. Clair County Intervention Academy has been required to “rotate” classrooms to provide specific curriculum to the youth in both programs due to their special education credentials and licensure. Rotating between two separate buildings creates time lapses throughout the day where the teaching staff is unavailable during classroom hours.

Our administrative team feels that combining both programs under one roof is the best option. This concept allows all of our administrators, our staff, and contractual personnel to work together without any division or inconsistencies. With the closure of the treatment program in 2013, the upstairs units remain open and unused, which would allow our “Traditional” program to occupy the upstairs. In the event of any

behavioral escalations or staff needing assistance, staff from either program, upstairs or downstairs, could provide assistance.

We are unable to fully combine the programs into one building due to the fact that the youth, parents, staff and other service providers are unable to access the Intervention Center after normal business hours. The addition of a new entranceway will permit this allow for evening parenting group and other evening activities. The parking lot will accommodate the additional staff and public. We are also asking for the renovations to the kitchen area to allow for the program to serve food to the children in the program. It is our understanding that the old DTNW building will become the new home for the Emergency Management department.

We have attached an estimate of costs based upon construction numbers that were provided to the Court by County Administration. We have included a 20% contingency due to the volatile climate related to construction materials and labor. We are respectfully requesting that the board approve the construction project at a cost not to exceed \$500,000 to be paid from the Public Improvement Fund.

Please feel free to contact me if you have any questions or would like additional information. Thank you for your continued support of St. Clair County Courts.

Daytreatment Nightwatch Building Move - Budget Estimate

Parking Lot

Parking Lot Construction	185,000
Sidewalks	5,000
Lighting	5,500

West Side Entrance

Block Work	18,000
Awning with signage	8,000
Entrance doors/glass window	12,000
Exterior/interior wall repair	30,000
Concrete floor repair and painting	8,000

Kitchen

Reconfigure kitchen	5,000
Electrical work	3,000
Kitchen floor replacement	7,000
Plumbing work	3,000
Paint	4,000
Relocate sink	1,000

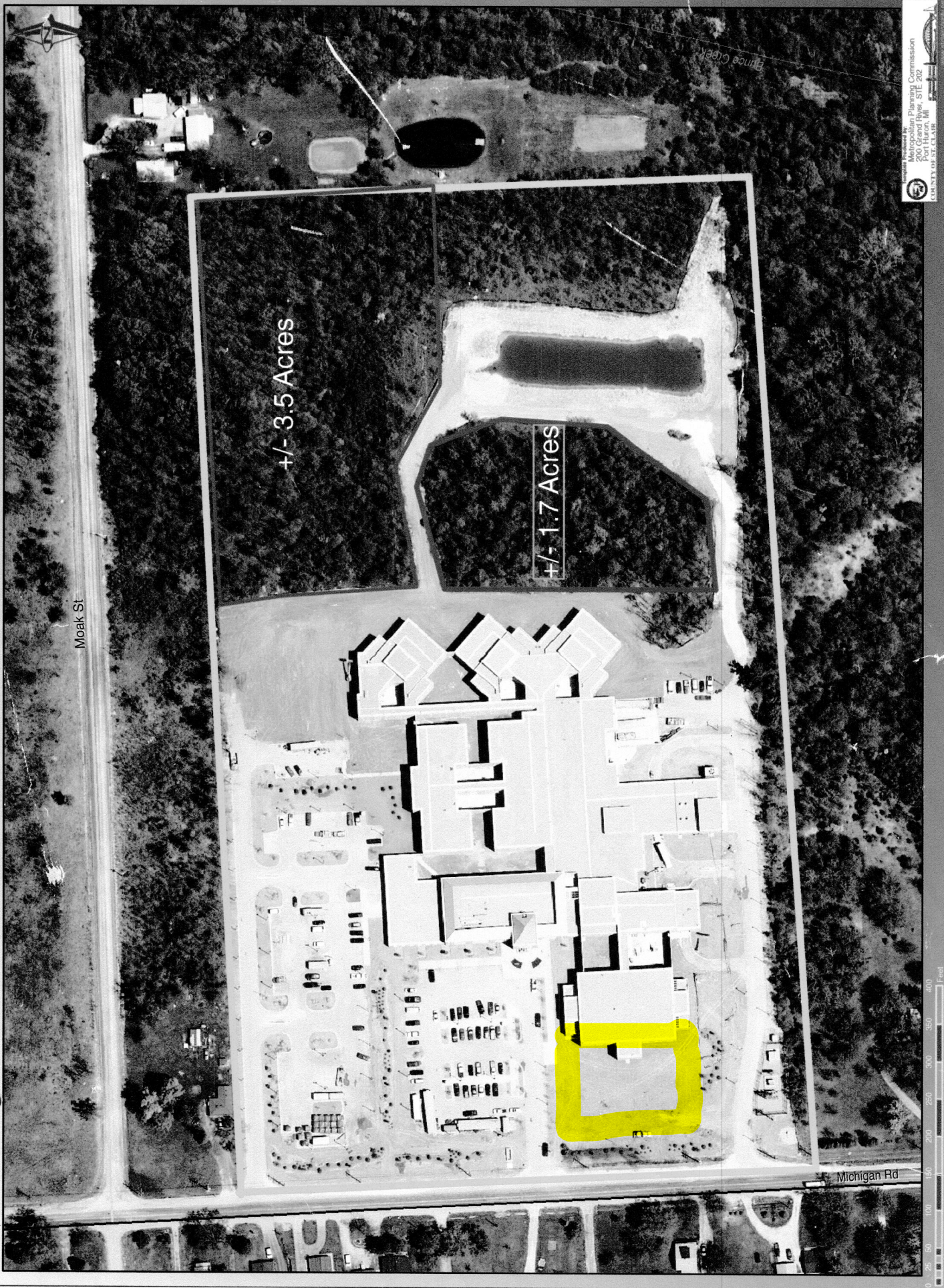
Other Costs

Repair/Replace security cameras/doors	48,164
Network equipment and other IT work	20,000
Find demolition and relocation	4,000
Architectural drawings, engineering, and permits	25,000
Furniture	8,000

Contingency 20%	79,934
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Total	479,598
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1170 Michigan; SCC Intervention Center





COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 21, 2022
Re: Day Treatment/Night Watch building renovations/move

Circuit Court is requesting to move the Day Treatment/Night Watch programs all under one roof at the Juvenile Center. With that request, they are also asking to make some improvements to the existing building in order to accommodate the additional staff and students at this location.

Currently there isn't enough parking to accommodate all the staff vehicles, DTNW vans and the public at the Juvenile Center, so a new parking lot would need to be constructed. They also do not have an entrance to use after normal business hours for staff, students or parents, so a new entrance would be needed. They would also need to rehab the existing kitchen area to get it up to code so that they can make meals for the students.

Each component of this project will be placed on MITN for competitive bidding and the winning vendor/contract will be brought back to the board for approval.

Administration is recommending that this project be paid for from the Public Improvement fund as there are funds being set aside for this project.



COUNTY OF ST. CLAIR

Office of the Public Defender



Michael G. Boucher
Chief Public Defender
mboucher@stclaircounty.org
Phone: (810) 989-6332

Frederick J. Lepley Jr.
Chief Assistant Public Defender
flepley@stclaircounty.org
Phone: (810) 985-2333 x 6401

Sandy Shankin
Administrative Services &
Compliance Supervisor
sshankin@stclaircounty.org
Phone: (810) 985-6374

MEMORANDUM

TO: BOARD OF COMMISSIONERS
FROM: MICHAEL BOUCHER – CHIEF PUBLIC DEFENDER
DATE: NOVEMBER 15, 2022
SUBJECT: CONFLICT ATTORNEY FEE INCREASE TO COMPLY WITH MIDC STANDARD

The Michigan Indigent Defense Commission has drafted a number of standards relating to providing quality legal representation to indigent citizens. Once implemented, providers of indigent defense services are required to follow these mandates.

To date, six minimum standards have been approved by the Department of Licensing and Regulatory Affairs (LARA), and are implemented statewide. These include reforms to local criminal defense systems such as:

- Providing counsel to all indigent Michigan residents facing criminal charges at all critical court appearances;
- Employing only attorneys who have at least twelve hours of annual training relevant to indigent criminal defense;
- Ensuring assigned counsel meets with their clients in a timely and confidential manner;
- Providing indigent clients with adequate access to expert and investigative resources;
- Guaranteeing criminal defense counsel are appointed and selected independently from the judiciary; and
- Standardizing the statewide definition of indigency and applying access to services equally statewide.

In October of 2022, Orlene Hawks, the Director of LARA, approved the Michigan Indigent Defense Commission's (MIDC) proposed Standard 8 – which relates to attorney compensation.

This standard recognizes that assigned counsel should receive reasonable compensation. Standard 8 indicates that “attorney hourly rates shall be at least \$100 per hour for misdemeanors, and \$110 per hour for non-life offense felonies.

Pursuant to the MIDC Act, local indigent defense systems have 180 days to submit a plan for compliance with the new minimum standard. Those plans and corresponding requests for funding are reviewed and must be approved by the MIDC.

302 Michigan Street
Port Huron, MI 48060

Telephone (810) 985-2333
Fax (810) 985-2308

publicdefender@stclaircounty.org

BOC MEMO – PAGE 2

As part of our most recent budget proposal, we requested that the fees paid to attorneys that are assigned cases in which our office has a conflict reflect the State of Michigan standard. Failing to implement Standard 8 would place our sizable state grant at risk.

The current rate paid is \$70 per hour for work done by conflict attorneys. We've experienced difficulty maintaining a roster of attorneys who are willing to do conflict work at this rate.

These new rates are in line with the rates suggested by the MIDC, and will certainly assist in maintaining a roster of capable attorneys to provide legal representation to our indigent clients.

This will ensure attorneys have the time, fees, and resources to provide effective assistance that is constitutionally guaranteed to indigent Michigan citizens facing criminal charges.

RESOLUTION 22-61

SETTING CRIMINAL INDIGENT DEFENSE COUNSEL RATE OF PAY FOR ST. CLAIR COUNTY PUBLIC DEFENDER

WHEREAS, Persons arrested and arraigned on a criminal warrant are given the opportunity to apply for a Public Defender at their initial court appearance. The Office of the County Public Defender appoints qualified private practice attorneys to represent individuals accused of crimes who cannot afford to hire their own lawyer if: (1) The offense charged is punishable by more than 92 days in jail; or (2) The offense charged requires on conviction a minimum term in jail; or (3) The court determines that it might sentence the defendant to jail; and

WHEREAS, as part of the Michigan Indigent Defense Commission (hereinafter MIDC) budget review for FY 2023, the St. Clair County Board of Commissioners and the Administrator/Controller found it necessary to consider hourly rate changes for roster/conflict attorneys in criminal cases; and

WHEREAS, after extensive discussion and negotiation with the MIDC to increase the budget to accommodate a rate increase for said private roster attorneys, a grant proposal was developed, submitted and approved for inclusion in the FY 2023 MIDC budget at \$100.00 per hour for misdemeanors and \$110.00 per hour for non-life offense felonies for the St. Clair County Public Defender's Office.

NOW THEREFORE, BE IT RESOLVED, the St. Clair County Board of Commissioners, in conjunction with the Public Defender's Office, does hereby set the hourly rate for roster/conflict counsel in criminal cases at \$100.00 per hour for misdemeanors and \$110.00 per hour for felonies for all cases appointed henceforth.

Dated: December 8, 2022

Reviewed and Approved by:

Board of Commissioners:

GARY FLETCHER
County Corporation Counsel
1411 Third Street Suite F
Port Huron, MI 48060

Airport Private Hangar Lease Assignment, Amendment and Consent of Owner (Lot T-6)

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Cover Memo	11/21/2022	Cover Memo
📎	Lot T-6 Lease Assignment 01-01-2023	11/21/2022	Backup Material



COUNTY OF ST. CLAIR



St. Clair County International Airport - KPHN

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

FROM: Catherine Fiore, Airport Director

DATE: November 21st, 2022

SUBJECT: Approving Assignment, Amendment and Consent of Owner (Lot T-6) at the
St. Clair County International Airport

The Board of Commissioners are required to approve the transfer of leases at the St. Clair County International Airport. Mrs. Betty MacArthur entered into a lease with St. Clair County on May 1, 2002 for lot T-6 at St. Clair County International Airport. Mr. John Neil is in the process of purchasing the lot as of January 1st, 2023.

The assignee will assume the rights and obligations of the Lessee. Mr. John Neil intends to use the hangar for aviation related activities.

LEASE ASSIGNMENT, AMENDMENT AND CONSENT OF OWNER

THIS LEASE ASSIGNMENT, AMENDMENT and CONSENT OF OWNER (this "Assignment") is executed on January 1st, 2023, by and between the BETTY MCARTHUR as survivor of herself and Richard McArthur, 50721 Harbourview Drive, New Baltimore, Michigan, 48047 ("Assignor") and JOHN L. NEIL, 2545 Strawberry Lane, Port Huron, Michigan 48060 ("Assignee").

Recitals

A. On or about March 29, 2001, Assignor's predecessor entered into a Private Hangar Lease (the "Lease") with ST. CLAIR COUNTY/ST. CLAIR COUNTY INTERNATIONAL AIRPORT, a Michigan municipal corporation (the "County"), to lease the property commonly known as Private Hangar Parcel T6 (the "Property"), which is more particularly described as:

Private Hangar T6: Commencing at the SE Corner of Sec.35 T.6N., R16E. Kimball Twp. St. Clair Co., Mich.; Thence N 89°49'22"W 944.36 Ft along S. line of said Sec.35 to the C/L of Airport Drive as shown on the Air Industrial Park Plat as recorded in L89,P.3 of St. Clair County recorded plats.; Thence N 00°10'38"E 805.60 FT along said C/L of Airport Drive: Thence N 89°49'22"W 553.54 FT.; Thence N 51°27'10"W 265.00 FT: Thence S 38°32'50" N 432.00 Ft; Thence N 51°27'10" W 180.00 FT: to the point of beginning; thence S 38°32'50" W 60.00 Ft: Thence N 51°27'10" W 60.00 Ft; Thence N 38°32'50" E 60.00 Ft; Thence S 51°27'10" E 60.00 Ft to the point of beginning containing 0.083 acres more or less.

Note: Bearing relate to Air Industrial Park Plat as recorded in L.89,P.3 St. Clair County records.

A copy of the Lease is attached as Exhibit A.

B. On or about May 22, 2002, Assignor acquired the Lease from its predecessor pursuant to a Lease Assignment.

D. Assignor wishes to assign to Assignee, and Assignee to accept from Assignor, an assignment of all of Assignor's rights and obligations under the Lease.

E. The County, by execution of this Assignment, consents to the assignment of the Lease subject to the terms and conditions herein. The County's consent is contingent on Assignee executing an Amended and Restated Lease in the form attached as Exhibit B.

IN CONSIDERATION of the foregoing, and the mutual covenants and promises contained in this Assignment, IT IS AGREED:

1. Assignment of Interest. As of the date of this Assignment, Assignor assigns to Assignee all of its right, title and interest in and to the Property, whether pursuant to the Lease or otherwise. Assignee accepts such assignment and agrees to assume all rights and obligations owed by Assignor and agrees to execute the Amended and Restated Lease as required to Paragraph 2 below.

2. Amended and Restate Lease. Upon execution of this Agreement, the Lease shall be amended and fully restated in the form attached hereto as Exhibit B (the "Amended and Restated Lease"). Assignee shall execute the Amended and Restated Lease as a condition of this Assignment. Once this Assignment and the Amended and Restated Lease are fully executed, Assignee shall be liable under the terms of the Amended and Restated Lease.

3. Heirs, Successors and Assigns. The terms of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

"ASSIGNOR"

Betty Mac Arthur
Betty McArthur

STATE OF MICHIGAN) Florida
COUNTY OF ST. CLAIR) Manatee

This Assignment was executed before me on Nov. 4, 2022, by Betty McArthur.

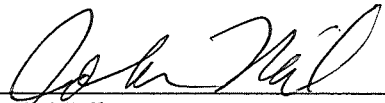


Grissel M Rohena

Notary Public

_____ County, Michigan Manatee
Acting in _____ County, Michigan
My Commission Expires: July 30, 2024

“ASSIGNEE”

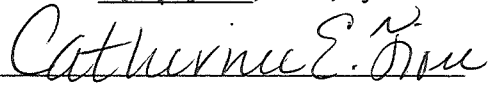


John L. Neil

STATE OF MICHIGAN)
)
COUNTY OF ST. CLAIR)

This Assignment was executed before me on Nov 21st, 2022, by John L. Neil.

CATHERINE E. FIORE, Notary Public
State of Michigan, County of Macomb
My commission expires Oct. 23, 2028
Acting in the County of St. Clair



Notary Public
Macomb County, Michigan
Acting in St. Clair County, Michigan
My Commission Expires: 10/23/2028

CONSENT

Pursuant to paragraph 25 of the Lease, the County, as Lessor, consents to the above assignment of the Lease.

ST. CLAIR COUNTY/ST. CLAIR COUNTY
INTERNATIONAL AIRPORT, a Michigan
municipal corporation

By: Karry A. Hepting
Its: Administrator/Controller

STATE OF MICHIGAN)
)
COUNTY OF ST. CLAIR)

This Lease Assignment was executed before me on _____, 2022, by Karry A. Hepting, Administrator/Controller of ST. CLAIR COUNTY, a Michigan municipal entity, on behalf of said entity.

Notary Public
St. Clair County, Michigan
Acting in St. Clair County, Michigan
My Commission Expires: _____

Drafted by and return to:
T. Allen Francis
FLETCHER FEALKO SHOUDY & FRANCIS, P.C.
1411 Third Street, Suite F
Port Huron, Michigan 48060
(810) 987-8444

EXHIBIT A

THE LEASE

SEE ATTACHED

St. Clair County International Airport

Private Hangar Lease

THIS AGREEMENT made and entered into this 29th day of March, 2001, between:

ST. CLAIR COUNTY / ST. CLAIR COUNTY INTERNATIONAL AIRPORT

Lessor,

-and-

ROBERT BATTON

Lessee.

W I T N E S S E T H:

IT IS HEREBY AGREED THAT:

1. The Lessor, in consideration of the rents and covenants herein specified, does hereby Let and Lease to the Lessee the following described premises, situated and being in the Township of Kimball, County of St. Clair and State of Michigan, to-wit:

Private Hangar T6: Commencing at the SE Corner of Sec.35 T.6N.,R16E. Kimball Twp. St. Clair Co., Mich,; Thence N 89'49'22"W 944.36 Ft along S. line of said Sec.35 to the C/L of Airport Drive as shown on the Air Industrial Park Plat as recorded in L89,P.3 of St. Clair County recorded plats.: Thence N 00'10'38"E 805.60 FT along said C/L of Airport Drive: Thence N 89'49'22"W 553.54 FT.: Thence N 51'27'10"W 265.00 FT: Thence S 38'32'50" W 432.00 Ft; Thence N 51'27'10" W 180.00 FT: to the point of beginning; thence S 38'32'50" W 60.00 ft: Thence N 51'27'10" W 60.00 Ft; Thence N 38'32'50" E 60.00 Ft; Thence S 51'27'10" E 60.00 Ft to the point of beginning containing 0.083 acres more or less.

Note: Bearing relate to Air Industrial Park Plat as recorded in L.89,P.3 St. Clair County records.

for the term of 30 years from and after the twenty ninth day of March, 2001 , on the terms and conditions hereinafter mentioned to be occupied as hangar space for storing aircraft owned by Lessee and for no other purpose without the written consent of Lessor, and in no case to be used for any purpose deemed, for insurance purposes, extra hazardous on account of fire. Lessor reserves the following rights without the consent of or interference by Lessee:

- 1) To alter, repair, maintain or improve the landing area and all buildings and facilities of the airport;
- 2) To protect by any lawful means the aerial approaches to the airport and to prevent Lessee from erecting any structure or from carrying on or permitting any activity which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard or interference with the landing, taking off or maneuvering of aircraft; and
- 3) During time of war or national emergency to suspend this lease and to lease the airport or any facility or part thereof to the United States for military or naval use.

2. The Lessee does hereby hire the premises for the term of 30 years as above mentioned, and does covenant and promise to pay to the Lessor, it successors and assigns, for annual rent of the premises for the term \$ 720.00 per year, in advance. Upon expiration of this lease, and of all renewals thereof, the buildings and improvements now or hereafter installed on the premises shall become the property of Lessor. No building may be removed from the premises without the prior written consent of Lessor.

3. The Lessor reserves the right to change the rental payments provided under this lease each and every year commencing January 1, 2002. Each yearly lease payments will be increased using the Consumer Price Index for All Urban Consumers (CPI). Notice in writing of any change in the rental payments shall be given by Lessor to Lessee personally or by United States (U.S.) mail. Such change shall be effective on date specified in such notice provided service is made on Lessee at least 30 days in advance.

4. All lease payments shall be payable to St. Clair County International Airport at 250 North Airport, Kimball, Michigan 48074.

5. Should any rent be due and unpaid, or if default be made in any of the covenants herein contained, it shall be lawful for Lessor or its representatives and assigns, to re-enter into and repossess the premises, and Lessee and each and every other occupant to remove and put out.

6. In the event of the insolvency of or the institution of bankruptcy proceedings by or against Lessee or the appointment of a receiver or a trustee of its property, or the devolution upon any person by operation of law of his occupancy, this agreement thereupon shall, at the option of the Lessor, be at an end and void and Lessor may re-enter and repossess said premises.

7. Lessee shall keep and obey all police and sanitary regulations imposed by any State or Municipal authority and observe all regulations imposed by any underwriter as a basis of the insurance rate upon the building and shall not permit any inflammable or combustible matter to accumulate upon the premises.

8. Lessee shall keep and obey all rules and regulations of the Michigan Aeronautics Commission, and all Airport Regulations of the Federal Aviation Administration, and all Local Rules of the St. Clair County International Airport; currently in effect and as may be amended from time to time including payment of all fees as established by Lessor pursuant to said rules and regulations as required for any commercial operation Lessee is licensed to perform and shall obtain and keep in effect all licenses from the proper authorities for the carrying on of said business.

9. The Lessee agrees that the privileges herein granted, in whole or in part, shall not be assigned, transferred or in any manner disposed of without the written approval of the Lessor.

10. No signs, posters, or similar devices shall be erected, displayed or maintained in view of the public in, on, or above the space herein leased, without written approval of the Lessor, and any not approved shall be removed by the Lessor at the expense of the Lessee.

11. The Lessee shall pay all taxes or special assessments now or hereafter legally levied by any governmental agency against the lands covered by this lease, including buildings or personal property of the Lessee, and all utilities furnished the leased premises.

12. Lessee shall at its own expense during the continuance of this lease and all extensions thereof keep the premises and every part thereof, in good repair, and at the expiration of the term, yield and deliver up the same in good condition, reasonable use and wear thereof and damage by the elements excepted.

13. Nothing herein shall be construed as a grant to Lessee of an exclusive right to use the airport for any aeronautical activity in which the landing area of the airport is used for the landing and taking off of aircraft.

14. In the carrying on of any commercial activity on the premises if approved by Lessor as per Paragraph 1 above, the Lessee shall:

- a) Furnish good, prompt, and efficient service on a fair, equal and non-discriminatory basis to all users thereof, and provide service to all persons without regard to their race, color, religion, sex or national origin or any matter prohibited by Title VI of the Civil Rights Act of 1964.
- b) Charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and undiscriminatory discounts, rebates, and other similar types of price reductions to volume purchasers. (As used herein, "service" shall include the furnishings of parts, materials, and supplies, including the sale thereof, as well as furnishing of services.)
- c) Assure that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be

excluded from participating in any employment activities covered in 14 CFR 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

It is further understood and agreed that the Lessor shall have the right to take such action as the federal government may direct to enforce these obligations.

15. This lease shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

16. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

18. Lessee shall not prevent or interfere with any person, firm or corporation operating aircraft on the airport from providing any services on its own aircraft with its own employees, including, but not limited to, maintenance and repair that it may chose to perform.

19. All facilities of the airport usable for the landing and taking off of aircraft shall be made available by Lessee to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft; and this lease shall be subordinate to any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the airport.

20. In the event it shall be necessary for Lessor to give notice of any kind to Lessee, the same shall be given and shall be complete by sending such notice to Lessee by registered mail, or by serving the same on any officer of Lessee, or posting a copy thereof at the entrance to the premises. Notices to St. Clair County International Airport are sufficient if personally delivered or certified mail, return receipt requested, postage prepaid, addressed to:

St. Clair County International Airport
250 North Airport Drive
Kimball, Michigan 48074

Notice (s) to Lessee are sufficient if sent by certified mail, return receipt requested, postage prepaid addressed to:

Robert Batton
467242 Gulliver
Utica, Michigan 48315

21. Should Lessee remain in possession of the premises after the expiration of the term of this lease, then this lease and all its terms, provisions and covenants shall be continued in full force and effect as a tenancy from month to month, terminable by either party on thirty days written notice prior to the end of any month.

22. In the event the premises are damaged or destroyed by fire or other casualty, the Lessee shall repair the premises within a reasonable period of time and the rent shall abate in proportion to the extent that the premises are damaged or destroyed. In the event the premises are totally destroyed and in the opinion of the Lessee, damage to such an extent as to render it impracticable to rebuild or restore the same; or because of any rule or regulations of any governmental authority, the same cannot be rebuilt or restored in six months; then either party hereto shall be privileged to cancel this lease and in the event of such cancellation, the accrued rent up to the time of such damage is to be paid by the Lessee.

23. Lessee shall provide the following insurance with the Lessor as an additional named insured on the policy or policies:

- a) A fire insurance policy with the extended coverage endorsement attached and vandalism and malicious mischief endorsements on any buildings or structures built on the premises herein leased with an amount of insurance equal to the replacement cost of such buildings or structures.
- b) General liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury liability and property damage liability to protect the Lessor from liability for all suits and claims for damages or injuries sustained on any part of the premises under the Lessee's control or caused or sustained by Lessee's aircraft operating from the premises.

These policies shall be issued in such companies as are acceptable to the Lessor and shall be delivered to and remain in the possession of the Lessor during the term hereof and for failure of the Lessee to obtain such insurance in the manner herein provided the Lessor, at its option, may procure the same and the premium paid therefore shall forthwith become payable to the Lessor.

24. Lessee shall remove all refuse, garbage and papers from the premises and shall keep the premises, hangar and grounds in a clean, safe and sanitary condition at all times.

25. Lessee may not assign this lease or any part thereof without the written consent of Lessor, but Lessor agrees said consent shall not be unreasonably withheld.

26. Lessee shall install and maintain on all buildings now or hereafter erected on the premises such proper obstacle lights as may be required by the Lessor or other appropriate authority.

27. Lessor shall not be responsible for damage to Lessee's property and Lessee shall not be responsible for damage to landlord's property caused by perils covered under a standard fire insurance policy with the extended coverage endorsement attached regardless of negligence.

28. Lessee is hereby granted an option to extend this lease for one additional 30 year term, at a rental to be agreed upon between the parties provided that Lessee gives written notice to Lessor of its election to exercise such option at least 60 days prior to the expiration of the original term, and provided also that Lessee is not then in default.

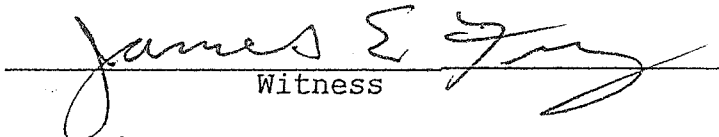
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ST. CLAIR COUNTY

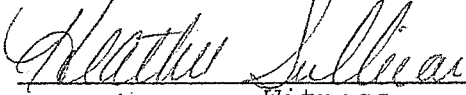
Lessor

Lessor:

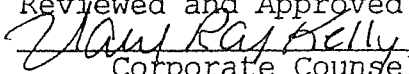

St. Clair County Administrator


Witness

Lessee:



Witness

Reviewed and Approved as to Form


Corporate Counsel

301 County Building
Port Huron, MI 48060

Hgrlse

June 12, 2000

EXHIBIT B
THE AMENDED AND RESTATED LEASE
SEE ATTACHED

CONSENT OF LESSOR

The undersigned, as Lessor, does hereby consent to the Assignment of the May 1, 2002, Lease, and all amendments thereto, of the above described Lease parcel T-6, from **Robert Batton** to **Richard McArthur and Betty McArthur JTWFROS**. This content is made pursuant to, and in fulfillment of, paragraph 9 and 25 of said Lease parcel T-6.

Executed on the day and year above written.

WITNESSES:

LESSOR:

St. Clair County / St. Clair County
International Airport, a Michigan Municipal
Corporation

Rebecca Wilde

Troy Beltman, County Administrator

ASSIGNOR:

Richard A. McArthur

Robert Batton

Robert Batton

ASSIGNEE:

Deborah Meyers

Richard McArthur

Richard McArthur

Betty McArthur

Betty McArthur

State of Michigan

County of Oakland

The foregoing instrument was acknowledged before me this 22nd day of May, 2002 by Robert Batton.

BETTY J. STIER
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES MAY 1, 2005
ACTING IN OAKLAND COUNTY, MI

Betty J. Stier

Notary Public

County, Michigan

My Commission Expires: _____

The foregoing instrument was acknowledged before me this 22nd day of May, 2002 by Richard McArthur.

BETTY J. STIER
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES May 1, 2005
ACTING IN OAKLAND COUNTY, MI

Betty J. Stier
Notary Public
County, Michigan
My Commission Expires: _____

The foregoing instrument was acknowledged before me this 22nd day of May, 2002 by Betty McArthur.

BETTY J. STIER
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES May 1, 2005
ACTING IN OAKLAND COUNTY, MI

Betty J. Stier
Notary Public
County, Michigan
My Commission Expires: _____



ST. CLAIR COUNTY

LAND BANK AUTHORITY

TO: St. Clair County Board of Commissioners
FROM: Geoffrey Donaldson, Senior Planner
DATE: December 1, 2022
SUBJECT: **Land Bank Authority Grant Application**

ACTION REQUESTED

Planning Commission staff is requesting that the St. Clair County Board of Commissioners (BOC) authorize staff to submit a Grant Application to the State Land Bank Authority requesting up to \$200,000 for blight elimination.

BACKGROUND

Grant Application for:

State of Michigan Land Bank Authority – Blight Elimination Grant Program (application due January 31, 2023)

Amount St. Clair County is Requesting:

Up to \$200,000

What are the Grant Funds For?

Grant funds may be used to:

- Stabilize vacant residential, commercial and industrial buildings to secure them and protect against further deterioration, with the goal of preserving them for future rehab to purposeful use;
- Demolish vacant and blighted residential, commercial and industrial structures that cannot be rehabilitated; and
- Provide matching or gap funding for environmental remediation on vacant land – often a critical barrier to redevelopment.

Overarching Purpose:

To address vacant, abandoned and deteriorated properties across St. Clair County and Michigan.

Specifically for St. Clair County the grant funds are sought to further the County's emphasis on focused planning and sustainable economic development within identified development corridors throughout the County.

What will it Cost St. Clair County?

There is no local match required for this type of grant application, however, the St. Clair County Metropolitan Planning Commission and the St. Clair County Land Bank Authority will provide support in the form of in-kind services and staff time for their time spent in meetings, reviewing assistance applications, investigating local sites, and administering the grant program. Up to 8% of the total grant award can go towards project administration.



COUNTY OF ST. CLAIR

St. Clair County Metropolitan Planning Commission

David Struck, Planning Director/Deputy County Administrator



Memo

To: St. Clair County Board of Commissioners
From: Dave Struck, AICP, Planning Director/Deputy County Administrator
Date: November 21, 2022
Re: Metropolitan Planning Commission Appointment – Steven Tenniswood

Action Requested

That the Board of Commissioners appoint Steven Tenniswood to serve on the Metropolitan Planning Commission, representing the Education category, for the remainder of a three-year term expiring 12/31/2023.

Background

The Metropolitan Planning Commission (MPC) is made up of eleven members, nine of which represent the following segments of the community:

- Education
- Agriculture
- Transportation/Utilities
- Recreation/Tourism
- Board of Commissioners Rep
- Finance
- Economic Development
- Local Government
- Business

The remaining two members are citizens at large.

Steven Tenniswood has applied to be appointed to the MPC representing the Education category, which is currently vacant. Steven is the Director of Information Technology for the St. Clair County Regional Educational Service Agency (RESA). Additionally, he has experience working with 4-H and Science Olympiad, and he is currently the president of the Blue Water Area Robotics Alliance (BWARA).

His experience in the education and technology arenas make him a great fit for the Metropolitan Planning Commission.



COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Steven Middle Initial: R Last Name: Tenniswood

Home Address: 777 Bunce Ave Home Phone: 810-289-9013

City: Marysville Zip Code: 48040 Bus Phone: 810-455-4121

E-mail Address: tenniswood.steven@sccresa.org Cell Phone: 810-289-9013

I am at least 18 years of age: YES

Employer: St. Clair County RESA Title: Director of Information Technology

Nature of Employment: Administrative

Educational Level: Post Secondary Degree Received: _____

Board and/or Commission interested in serving on: Metropolitan Planning Commission

Community activities and/or experience: I am actively involved in FIRST robotics as the Lead Mentor of Team 5843 Flurb.

Previously, I have been involved in 4H, Science Olympiad, and other STEM-related activities. I am currently the President of the Blue Water Area Robotics Alliance (BWARA).

Previous Held Appointments: _____ Length of Appointment: _____

Blue Water Area Robotics Alliance – President 2020 to present

Other information you wish to provide to qualify you to serve on the Board and/or Commission: _____

Available for day time meetings? Yes

Available for evening meetings? Yes

Steven R. Tenniswood

Signature

11-21-2022

Date



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



Karry Hepting, CPA
Administrator/Controller

MEMO

To: Board of Commissioners

From: Karry Hepting

Date: November 23, 2022

Re: Ambulance Millage Distribution

As you are aware, the voters approved a county-wide millage in August 2022 to provide funding for ambulance services. The County does not provide ambulance services so the funds will be distributed to each municipality for the sole purpose of funding ambulance services. The proposed agreement outlines each party's responsibilities regarding the distribution and use of the funds. This agreement will be required from each municipality prior to the distribution of any funds. The attached agreements are what we have received to date. We will bring the remaining agreements to you as they are received.

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 18th day of October 2022, between The City of Algonac (the "City"), 805 St. Clair Drive, Algonac MI 48001, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF ALGONAC

ST. CLAIR COUNTY

By: Denise A. Gerstenberg

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17th day of October, 2022, between Burtchville Township (the "Township"), 4000 Burtch Rd., Burtchville, MI 48059, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.
2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

BURTCHVILLE TOWNSHIP

ST. CLAIR COUNTY

By: Michael D. Appel

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of OCT, 2022, between Casco Township (the "Township"), 4512 Meldrum Rd, Casco, MI 48064, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.
2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

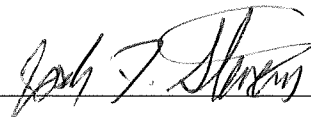
NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CASCO TOWNSHIP

ST. CLAIR COUNTY

By: 
SUPERVISOR

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the ___ day of _____, 2022, between Clay Township (the "Township"), 4710 Pointe Tremble Rd., Clay Township, MI 48001, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.
2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

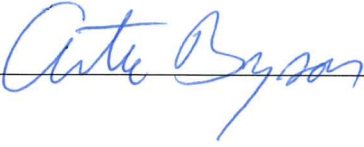
NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CLAY TOWNSHIP

By:



ST. CLAIR COUNTY

By:

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 2nd day of November, 2022, between Columbus Township (the "Township"), 1732 Bauman Rd, Columbus Township, MI 48063, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

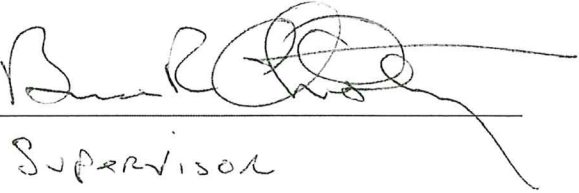
1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

COLUMBUS TOWNSHIP

ST. CLAIR COUNTY

By:



Supervisor

By:

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the ___ day of _____, 2022, between East China Township (the "Township"), 5111 River Rd, East China, MI 48054, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

EAST CHINA TOWNSHIP

ST. CLAIR COUNTY

By:



By:

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 19th day of Oct., 2022, between Fort Gratiot Township (the "Township"), 3720 Keewahdin Rd, Fort Gratiot, MI 48059, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

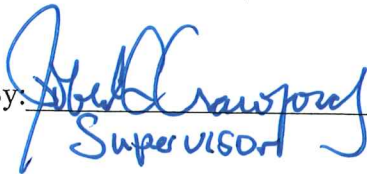
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

FORT GRATIOT TOWNSHIP

By:  SUPERVISOR

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the ___ day of _____, 2022, between Grant Township (the "Township"), 7942 Wildcat, Jeddo, MI 48032, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

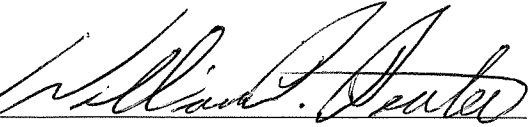
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

GRANT TOWNSHIP

By: 

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of Oct, 2022, between Greenwood Township (the "Township"), 9025 Yale Rd, Greenwood, MI 48006, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

GREENWOOD TOWNSHIP

ST. CLAIR COUNTY

By: 

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the ___ day of ____, 2022, between Ira Township (the "Township"), 7085 Meldrum, Fair Haven, MI 48023, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.
2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

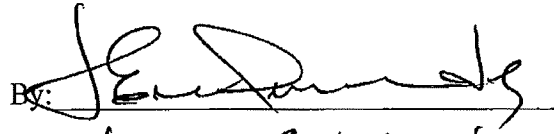
NOW, THEREFORE, IT IS HEREBY AGREED:

1. **Term.** The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. **Scope of Agreement.** The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

IRA TOWNSHIP

ST. CLAIR COUNTY

By: 
JAMES ENDRES JR
IRA Township Supervisor

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11th day of October, 2022, between Kenockee Township (the "Township"), 4420 Kilgore Rd, Avoca, MI 48006, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

KENOCKEE TOWNSHIP

ST. CLAIR COUNTY

By: Brenda Hul
Kenockee Township
Clerk

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 18 day of Oct., 2022, between Kimball Township (the "Township"), 2160 Wadhams Rd, Kimball, MI 48074, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

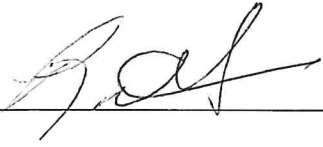
NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

KIMBALL TOWNSHIP

ST. CLAIR COUNTY

By: _____

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 20th day of Oct., 2022, between The City of Marine City (the "City"), 260 S. Parker, Marine City MI 48039, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MARINE CITY

ST. CLAIR COUNTY

By: Holly Tatman

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of ____, 2022, between The City of Marysville (the "City"), 1255 Delaware Ave, Marysville MI 48040, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MARYSVILLE

ST. CLAIR COUNTY

By: _____

[Handwritten Signature]
KORDELL S. [unclear]
CITY MGR
10/10/22

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 10 day of Oct., 2022, between The City of Memphis (the "City"), 35095 Potter St., Memphis MI 48041, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MEMPHIS

By:

A handwritten signature in blue ink, appearing to be "A. Hepting", written over a horizontal line.

ST. CLAIR COUNTY

By:

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 12th day of October, 2022, between Mussey Township (the "Township"), 135 North Main St, Capac MI 48014, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

MUSSEY TOWNSHIP

ST. CLAIR COUNTY

By: Mike Lawren

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of October, 2022, between The City of Port Huron (the "City"), 100 McMorran Blvd., Port Huron MI 48060, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

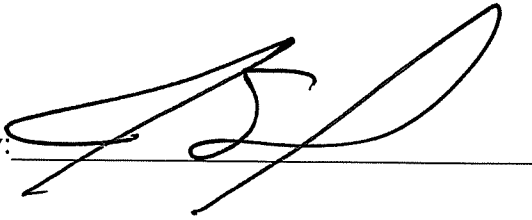
NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF PORT HURON

By:

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a long horizontal stroke and a diagonal line extending upwards and to the right.

ST. CLAIR COUNTY

By:

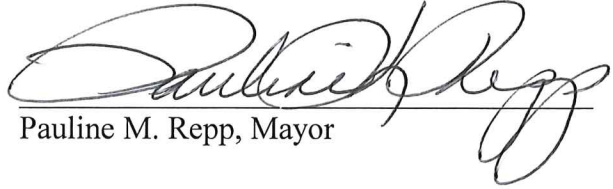
Karry A. Hepting
Its: Administrator/Controller

IN WITNESS WHEREOF, the City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

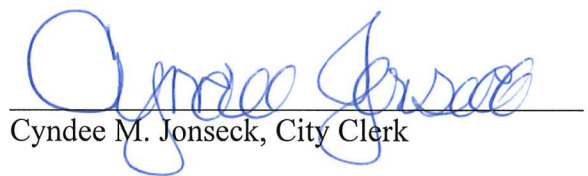

James R. Freed, City Manager


Pauline M. Repp, Mayor

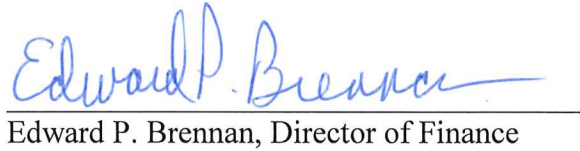
APPROVED AS TO FORM:


Todd Strady, City Attorney

ATTESTED TO:


Cyndee M. Jonseck, City Clerk

**CERTIFIED AS TO SUFFICIENCY
OF FUNDS:**


Edward P. Brennan, Director of Finance

Dated: 10/11/2022

NOTE: This signature sheet for City of Port Huron officials is for the agreement with St. Clair County for the disbursement of Ambulance Service Millage Funds.

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 3rd day of Oct., 2022, between Port Huron Township (the "Township"), 3800 Lapeer, Port Huron MI 48060, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

PORT HURON TOWNSHIP

ST. CLAIR COUNTY

By:



By:

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 1 day of Nov, 2022, between Riley Township (the "Township"), 13042 Belle River Rd, Riley MI 48041, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

RILEY TOWNSHIP

By: _____

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17 day of ~~October~~, 2022, between The City of St. Clair (the "City"), 547 North Carney Dr., St. Clair MI 48079, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF ST. CLAIR

ST. CLAIR COUNTY

By: Annette M Sturdy

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17 day of Oct, 2022, between St. Clair Township (the "Township"), 1539 S. Bartlett Rd., St. Clair MI 48079, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.
2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.
 - a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

ST. CLAIR TOWNSHIP

By: Mike Baulin

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller



COUNTY OF ST. CLAIR

Human Resources Department



Tina Delia, HR Coordinator

To: St. Clair County Board of Commissioners

From: Tina Delia, HR Coordinator

Date: November 7, 2022

Subject: Blue Cross Blue Shield Annual Renewal

The attached Blue Cross Blue Shield Schedule A Renewal and Stop Loss Exhibit reflects the administrative and stop loss fees to be paid per contract per month for employees and non-Medicare eligible retirees for the 2023 plan year. The administrative fee is increasing by 2.8% and the stop loss fee is increasing by 2.5%. However, this increase in fees will be offset by an increase in the 2023 prescription drug rebates estimated at \$854,510. All of these changes have been factored into the employee premium share calculation for 2023, resulting in an increase of 5.8% for employees.

The stop loss level for 2023 will remain at \$160,000 and includes coverage for medical and prescription drug claims.

RECOMMENDATION: Human Resources recommends that the Board of Commissioners approve the Blue Cross Blue Shield 2023 renewal documents as presented.

Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 01/01/2023 thru 12/31/2023)
Administrative Services Contract (ASC)

1. **Group Name** COUNTY OF ST CLAIR
2. **Customer ID** 130983
3. **ASC Funding Arrangement** Weekly Invoice
4. **Line(s) of Business and Services**

Line of Business	Applicable
Facility	X
Professional	X
Prescription Drugs	X
Dental	
Vision	X
Hearing	X

Services	Applicable
Prescription Drug Guarantee Addendum	X

5. Administrative Fees

The below administrative fees cover the Lines of Business and Services checked in Section 4 above, unless otherwise indicated.

A. Fixed Administrative Fees	Amount Per Contract Per Month	Estimated Monthly Contracts	Estimated Monthly Admin Fee	Effective Start Date	Effective End Date
i. 2023 Base Admin Fee	\$75.05	664	\$49,833.20	01/01/2023	12/31/2023

B. Variable Administrative Fees – Not Applicable

6. **Data Feeds – Not Applicable**
7. **Advance Deposit – Not Applicable**
8. **Advance Deposit Monthly Cap / Level Payment Amount – Not Applicable**
9. **BCBSM Account**

1840-09397-3

Wire Number

Comerica

Bank

0720-00096

American Bank Association

10. Late Payment / Interest Charges

Late Payment Charge	2.00%
Health Care Provider Interest Charge	12.00%

11. Buy-Ups

A. Programs	Pricing Method	Unit Price	Unit Volume	Amount	Effective Start Date	Effective End Date
Diabetes Management	PPPM	\$0.00	--	--	01/01/2023	12/31/2023
Diabetes Prevention	PPPM	\$0.00	--	--	01/01/2023	12/31/2023
Online Visits	PCPM	\$0.20	664	\$132.80	01/01/2023	12/31/2023

12. Shared Savings Programs

BCBSM has implemented programs to enhance the savings realized by its customers. As stated below, BCBSM will retain as administrative compensation a percent of the recoveries or cost avoidance. Administrative compensation retained by BCBSM through the Shared Savings Program will be available through reports obtained on eBookshelf:

Program:	BCBSM Retention of:	
A. Hospital Bill Review	30%	Cost avoidance of improper hospital billing by line-by-line reviews of each inpatient claim's itemized bill to identify defects and improprieties before the bill is paid.
B. Advanced Payment Analytics	30%	Recoveries of overpayments using proprietary data mining analytics as a second pass review along with continual monitoring enabling up-to-date policy compliance.
C. Subrogation	30%	Recoveries of money already paid through Blue Cross benefits that is the responsibility of non-health insurance carrier.
D. Hospital Credit Balance	30%	Recoveries of claims through enhanced reviews of hospital patient accounting systems and identified credit balances from overpayments.
E. Advanced Editing	30%	Cost avoidance through applied advanced algorithms and extensive analytic reviews of professional and outpatient facility Claims for adherence to medical, clinical and national coding guidelines.
F. Non-Participating Provider Negotiated Pricing	30%	Cost avoidance for out-of-network, non-participating Claims equal to the difference between the amount that would have been paid pursuant to the Group's benefit design (before Enrollee cost-share is applied) and the amount actually paid for such Claims (before Enrollee cost-share is applied) as a result of third-party vendor negotiations or benchmark-based pricing.
G. Home Infusion Therapy Medical Drugs	30%	The difference between BCBSM's 2021 home infusion therapy ("HIT") network pricing and the improved negotiated pricing administered through a third party HIT vendor.
H. Rebate Service Fee for Medical Prescription Drugs	10%	Medical benefit drug rebates on Claims incurred in the renewal term net of the Rebate Administrator Fee. The Rebate Administrator Fee is 5.25% of gross rebates for medical benefit drug Claims.
I. Rebate Service Fee for Pharmacy Prescription Drugs	10%	Pharmacy benefit manufacturer rebates on Claims incurred in the renewal term.

13. Pharmacy Pricing Arrangement

A. Traditional Prescription Drug Pricing and Administrative Compensation

Group acknowledges and agrees the amount BCBSM pays its contracted pharmacy benefit manager (“PBM”) for a prescription drug may be more or less than the amount Group pays BCBSM for such prescription drug, and BCBSM may retain the difference as administrative compensation as specified below, when the amount is less.

BCBSM shall retain the following administrative compensation (“Traditional Rx Drug Pricing Admin Fee”):

- a. Up to 1.95 percentage points of the aggregated Average Wholesale Price (“AWP”) discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Brand Drugs; and
- b. Up to four (4) percentage points of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Generic Drugs.
- c. \$0.10 of the dispensing fee for 30-day supplies of retail prescription drugs.

The actual Traditional Rx Drug Pricing Admin Fee paid by Group to BCBSM shall depend on Group’s aggregated AWP discount referenced above, which is based on Group’s prescription drug utilization, drug mix, pharmacy choice, and a pharmacy’s usual and customary charges. BCBSM will credit Group with any amount that was collected during the Contract Year that exceeds the amounts specified in (a) and (b) above. The Traditional Rx Drug Pricing Admin Fee retained by BCBSM will be reported to the Group.

Group agrees to timely incorporate language into Group’s Summary Plan Description or equivalent document that any Enrollee cost-sharing that is calculated as a percentage will be based upon the amount Group pays BCBSM for the prescription drug.

B. Pharmacy Monitoring Fee (PMF) Pricing – *Not Applicable*

14. Additional Pharmacy Services and/or Programs

A. 3rd Party Rx Vendor Fee

If Group’s prescription drug benefits are administered by a third-party vendor, BCBSM will charge Group an administrative fee of \$5.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage and administer the medical benefit without administering the prescription drug benefit.

B. High-Cost Drug Discount Optimization Program

The High-Cost Drug Discount Optimization Program uses coupons available from pharmaceutical manufacturers to reduce the cost of certain prescription drugs for Enrollees and the Group.

Group will pay BCBSM a (“Program Fee”), as detailed below based on benefit design:

- a. For benefit designs without an integrated or Rx deductible, the Program Fee will be 25% of the difference between the amount Group would have paid for the prescription drug and the amount Group actually paid after the coupon is applied to reduce the cost of the drug.
- b. For benefit designs with an integrated or Rx deductible, the Program Fee will be \$90.00 per Claim for which a coupon is applied.

The Program Fee will be billed to Group as a combined line item on its invoice.

15. 3rd Party Stop-Loss Vendor Fee

If Group obtains stop-loss coverage from a third-party stop-loss vendor, BCBSM will charge an additional fee of \$8.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage Group's benefits.

16. Agent Fees

This Schedule A does not include any fees payable by Group to an Agent. If Group has an Agent Fee Processing Agreement on file with BCBSM, please refer to that agreement for fees and details.

17. Medicare Contracts

If Group has Medicare contracts that are being separated from the current funding arrangement, all figures within the current funding arrangement will be adjusted.

18. Compensation Agreement with Providers

The Group acknowledges that BCBSM or a Host Blue may have compensation arrangements with providers in which the provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider credits and care coordination fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced. The Claims billed to Group include both service-based and value-based reimbursement to health care providers. Group acknowledges that BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers including provider obligations and entitlements under BCBSM Quality Programs. Service-based reimbursement means the portion of the negotiated rate attributed to a health care service. Value-based reimbursement is the portion of the negotiated reimbursement rate attributable to BCBSM Quality Programs, as described in Exhibit 1 to Schedule A. BCBSM negotiates provider reimbursement rates and settles provider obligations on its own behalf, not Group. Group receives the benefit of BCBSM provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims.

See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

19. Out-of-State Claims

Amounts billed for out-of-state claims may include BlueCard access fees and any value-based provider reimbursement negotiated by a Host Blue with out-of-state providers. See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

Exhibit 1 to the Schedule A: Value-Based Provider Reimbursement

As in prior years, the Claims billed to Group include amounts that BCBSM reimburses health care providers including reimbursement tied to value. BCBSM has adopted a provider payment model that includes both fee-based and value-based reimbursement. BCBSM does not unbundle Claims and does not retain any portion of Claims as compensation. Provider reimbursement is governed by separate agreements with providers, BCBSM standard operating procedures, and BCBSM Quality Programs, which are subject to change at BCBSM's discretion. BCBSM shall provide Group with at least sixty (60) days' advance written notice of any additions, modifications, or changes to BCBSM Quality Programs describing the change and the effective date thereof.

BCBSM negotiates provider reimbursement rates on its own behalf and makes those rates available to customers through its products and networks. The reimbursement rates can, and often do, vary from provider to provider. Providers may qualify for higher reimbursement rates for satisfying requirements of certain BCBSM Quality Programs, including, but not limited to:

A. Pay-for-Performance.

Hospitals earn reimbursement for improving quality, cost efficiency and population health. This program recognizes both mid-to-large sized and small rural short-term acute care hospitals for quality improvements such as lower re-admission rates, participating in a statewide health information exchange, and performance in a varied portfolio of collaborative quality initiatives to address many of the most common and costly areas of surgical and medical care in Michigan.

B. Value-Based Contracting.

Hospitals earn reimbursement for improving quality, cost efficiency and population health. Hospitals work with physicians to provide cost-efficient care for a shared patient population, and earn rewards based on improved outcomes across that population.

C. Collaborative Quality Initiatives ("CQIs").

CQIs address many of the most common and costly areas of surgical and medical care in Michigan. In each CQI, hospitals and physicians across the state collect, share and analyze data on patient risk factors, processes of care and outcomes of care, then design and implement changes to improve patient care.

D. Physician Group Incentive Program.

The Physician Group Incentive Program connects approximately 40 physician organizations (representing about 20,000 physicians) statewide to collect data, share best practices and collaborate on initiatives that improve the health care system in Michigan. Participating physician organizations are evaluated and rewarded on transformation of health care delivery, quality metric performance, and performance enablement – all efforts designed to improve the overall value of care delivered while reducing total cost of care.

E. Patient-Centered Medical Home ("PCMH").

In our PCMH model of care, patients get the right care at the right time in the right setting. Since 2009, Blue Cross Blue Shield of Michigan's Patient-Centered Medical Home designation program has fueled statewide movement of primary care into a team-based, proactive model of efficient, cost-effective care centered around the patient.

F. Provider-Delivered Care Management.

PCMH-designated practices increasingly provide personalized care management services for patients with chronic conditions or multiple, ongoing health needs. Patient care teams are assembled according to each patient's needs, and may include nurses, nutritionists, counselors, psychologists, respiratory therapists, asthma educators, certified diabetes educators, social workers, pharmacists and community health workers. Services are coordinated with the care patients are already receiving from their doctor.

G. Blueprint for Affordability.

The Blueprint for Affordability program combines quality outcomes with a shared financial risk contract that enables providers to manage the health of their patient population and their total cost of care. BCBSM contracting arrangements may also include risk sharing with certain provider entities (“PE”), e.g., physician organizations, physician hospital organizations, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside financial risk.

Providers may receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement. Such allocations may be to a pooled fund from which value-based payments to providers are made. If a provider’s performance results in a payment of additional reimbursement, the reward payment is made from the pooled funding. For Blueprint for Affordability, if the PE’s performance results in a return of reimbursement, the amount at risk is returned to the pooled fund to offset a portion other provider gains. BCBSM will not retain any amounts resulting from BCBSM Quality Programs.

As explained in the Blue Card Program disclosure ([Schedule B to ASC](#)), an out-of-state Blue Cross Blue Shield Plan (“Host Blue”) may also negotiate fee-based and/or value-based reimbursement for their providers. A Host Blue may include all provider reimbursement obligations in Claims or may, at its election, collect some or all of its value-based provider (VBP) reimbursement obligations through a PaMPM benefit expense, as in, for example, the Total Care Program. All Host Blue PaMPM benefit expenses for VBP reimbursement will be consolidated on your monthly invoice and appear as “Out-of-State VBP Provider Reimbursement.” The supporting detail for the consolidated amount will be available on e-Bookshelf as reported by each Host Blue Plan. Host Blues determine which members are attributed to eligible providers and calculate the PaMPM VBP reimbursement obligation based only on these attributed members. Host Blue have exclusive control over the calculation of PaMPM VBP reimbursement.

Additional information is available at www.valuepartnerships.com and www.bcbs.com/totalcare. Questions regarding provider reimbursement and BCBSM Quality Programs or Host Blue VBP reimbursement should be directed to your BCBSM account representative.

Intellectual property may be developed through BCBSM Quality Programs for subsequent license and use by BCBSM or a third party. Group specifically understands, acknowledges, and agrees that it has no rights to any intellectual property, or derivatives thereof, including, but not limited to, copyrights, patents, or licenses, developed thru BCBSM Quality Programs.

BLUE CROSS BLUE SHIELD OF MICHIGAN
Exhibit 2 to Schedule A
For Effective 1/1/2023 – 12/31/2023

- | | |
|---------------|--------------------|
| 1. Group Name | COUNTY OF ST CLAIR |
| 2. CID | 130938 |

This Exhibit 2 to Schedule A modifies and/or supplements the 2023 Schedule A based on any non-standard arrangements with Group. If there is a conflict between the terms of the Schedule A and this Exhibit 2, the terms of this Exhibit 2 will control and govern the rights and obligations of the parties.

1. Modifications to Schedule A:
 - a. Section 11 – Buy-Ups is modified to add the following:

Livongo Diabetes Management Buy-Up Program

Group has elected to participate in the Livongo Diabetes Management Program (the “Program”). The Program is a remote monitoring and diabetes self-management coaching program designed to target diabetic Enrollees (as that term is defined in the administrative services contract) regardless of HbA1c levels. The Program provides those Enrollees that opt-in to the Program (“Participants”) with a downloadable app, a remote monitoring device, lancing device and test strips. The app tracks the Participant’s blood sugar related to what the Participant has been doing and what the Participant is feeling during a reading. The Participant can share alerts and data from the app with family and/or treating providers. The Participant also has access to a 24/7 call center that provides coaching and educates the Participant on maintaining their blood sugar at appropriate levels and can respond to alerts of high or low blood sugar.

The Program services for each Participant will be billed to Group as a claim at a cost of sixty-seven dollars (\$67.00) per Participant per month (PPPM). Group will be billed for: (i) three calendar months following a Participant’s initial enrollment in the Program (“Initial Enrollment Period”), (ii) all calendar months beyond the Initial Enrollment Period for which the Participant remains active in the Program, and (iii) any calendar month (for up to three consecutive months) beyond the Initial Enrollment Period for which the Participant is inactive and Livongo reaches out to the Participant to reengage the Participant in the Program. An inactive Participant is a Participant who has not completed a blood glucose check, interacted with a Livongo coach, or logged into the Livongo portal or mobile app during a calendar month.

Group will be billed at a cost of one hundred sixty-seven dollars (\$167.00) for a one-time replacement of the remote monitoring device if the device has been lost, stolen or damaged in a way that is not covered by warranty.

Group acknowledges and agrees that BCBSM will not perform any coordination of benefit activities for Program claims, and Group will pay for all Program claims.

Livongo will pay BCBSM up to ten dollars (\$10.00) per Participant per month for BCBSM’s administrative services to the Program.

Omada Diabetes Prevention Buy-Up Program

Group has elected to participate in the Omada Diabetes Prevention Program (the “Program”). The Program provides Enrollees (as that term is defined in the administrative services contract) who complete the enrollment process (“Participants”) with a digitally based behavioral change program that includes professional health coaching and tools to track diet improvements, physical activity and weight loss. The goal of the Program is for the Participant to lose weight and prevent the progression to type 2 diabetes and associated complications. The Program targets at-risk members based on their BMI and lab values (if appropriate).

The Program services for each Participant will be billed to Group as a claim as follows:

- a. \$240 per Participant upon initial enrollment;
- b. a per Participant per month amount of \$14 multiplied by the Participant’s Monthly Result Amount for the Participant’s first twelve months in the Program; and
- c. a per Participant per month amount of \$7 multiplied by the Participant’s Monthly Result Amount after the Participant’s first twelve months in the Program.

The following definitions will apply when calculating the Monthly Result Amount:

- a. Monthly Result Amount: Participant’s Monthly Percentage Weight Loss for such month multiplied by 100 and rounded down to the nearest whole number.
- b. Monthly Percentage Weight Loss: The percent obtained by dividing the amount by which Participant’s Baseline Weight exceeds such Participant’s Median Weight for a calendar month by Participant’s Baseline Weight. In the event that a Participant’s Median Weight during a calendar month is equal to or greater than such Participant’s Baseline Weight, such Participant’s Monthly Percentage Weight Loss for such calendar month shall be zero.
- c. Median Weight during calendar month: The median value among all valid weight measurements (which must be based upon a minimum of three valid weight measurement values) registered for a Participant during a calendar month.
- d. Baseline Weight: Participant’s weight at the beginning of Participant’s enrollment in the Program based on data obtained by Omada from the Participant using Omada’s digital scale.

Group acknowledges and agrees that BCBSM will not perform any coordination of benefit activities for Program claims to the extent a Participant has other primary coverage, and Group will pay for all Program claims.

Omada will pay BCBSM ten dollars (\$10.00) per Participant for BCBSM’s administrative services to the Program.

Schedule B
BlueCard Disclosures
Inter-Plan Arrangements

Out-of-Area Services

Overview

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from Providers in the Host Blue geographical area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM’s payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when paid as medical claims / benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSM to provide the specific service or services, are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Enrollee Liability Calculation

The calculation of the Enrollee liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the Participating Provider's billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue’s local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider’s billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider’s billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

b. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

2. Claims Pricing

The Host Blue determines a negotiated price, which is reflected in the terms of each Host Blue's healthcare Provider contracts. The negotiated price made available to BCBSM by the Host Blue may be represented by one of the following:

- (i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed charges for covered services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or an average price in its respective Provider agreements. The use of estimated or average pricing may result in a difference (positive or negative) between the price Group pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Enrollee and Group is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Group will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Group. If Group terminates, Group will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which BCBSM is obligated under the BlueCard Program to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), and/or to vendors of BlueCard Program related services. The specific Blue Card Program fees and compensation that are charged to Group and which Group is responsible related to the foregoing are set forth in Exhibit 1 to this Schedule B. BlueCard Program Fees and compensation may be revised annually from time to time as described in **section H** below.

B. Negotiated Arrangements

With respect to one or more Host Blue, instead of using the BlueCard Program, BCBSM may process your Enrollee claims for covered healthcare services through Negotiated Arrangements.

In addition, if BCBSM and Group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in BCBSM's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Enrollees access such network(s). In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan or Group Enrollees.

1. Enrollee Liability Calculation

Enrollee liability calculation for covered healthcare services will be based on the lower of either billed covered charges for covered services or negotiated price that the Host Blue makes available to BCBSM that allows Group's Enrollees access to negotiated participation agreement networks of specified Participating Providers outside of BCBSM's service area.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

2. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

3. Claims Pricing

Same as in the BlueCard Program above.

4. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangement may be revised annually as described in **section H** below. In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

Group Enrollees may access covered healthcare services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways, including but not limited to retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to BCBSM, which BCBSM will pass directly on to Group as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the Claim, they may be billed as a Per Attributed Member Per Month (PaMPM) amount for Value-Based Programs incentives/Shared Savings settlements to Group outside of the Claim system. BCBSM will pass these Host Blue charges directly through to Group as a separately identified amount on the Group's invoices.

The amounts used to calculate either the supplemental factors for estimated pricing or PaMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing **section A.3** above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, the Host Blue will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PaMPM price methods, described above, are calculated. If Group terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of the administrative services contract.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated / drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

Note: Enrollees will not bear any portion of the cost of Value-Based Programs except when the Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

The Host Blue may also bill BCBSM for Care Coordinator Fees for Covered Services which BCBSM will pass on to Group as follows:

1. PaMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement / contract, BCBSM and Group will not impose Enrollee cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If BCBSM has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Enrollees, BCBSM will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

D. Return of Overpayments

Recoveries of overpayments from a Host Blue or its Participating Providers and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare Provider bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts determined in the ways noted above will be applied so that corrections will be made, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from the Host Blue to BCBSM they will be credited to the Group account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments or recovery amounts. The fees of such a third party may be charged to Group as a percentage of the recovery.

Unless the Host Blue agrees to a longer period of time for retroactive cancellations of membership, the Host Blue will provide BCBSM the full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSM will request such refunds for a period of up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this agreement / contract.

E. Inter-Plan Programs: Federal / State Taxes / Surcharges / Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSM will provide prior written notice of any such surcharge, tax or other fee to Group, which will be Group liability.

F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area

1. Enrollee Liability Calculation

a. In General

When covered healthcare services are provided outside of BCBSM's service area by Nonparticipating Providers, the amount an Enrollee pays for such services will generally be based on either the Host Blue's Nonparticipating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, BCBSM may pay Claims from Nonparticipating Providers outside of BCBSM's service area based on the Provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a Participating Provider, as determined by BCBSM in BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group and that Group will be responsible for in connection with the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in **section H** below.

G. Blue Cross Blue Shield Global Core (Formerly known as BlueCard Worldwide® Program)

1. General Information

If Enrollees are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Enrollees with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Enrollees receive care from Providers outside the BlueCard service area, the Enrollees will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Enrollees contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Enrollees to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Enrollee Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Enrollee paid in full at the time of service, the Enrollee must submit a Claim to obtain reimbursement for covered healthcare services. Enrollees must contact BCBSM to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Enrollees to pay in full at the time of service. Enrollees must submit a Claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Enrollees pay for covered healthcare services outside the BlueCard service area, they must submit a Claim to obtain reimbursement. For institutional and professional claims, Enrollees should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider’s itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSM, the Blue Cross Blue Shield Global Core Service Center, or online at www.bcbsglobal.com. If Enrollees need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. Blue Cross Blue Shield Global Core Program-Related Fees

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group under the Blue Cross Blue Shield Global Core Program and that Group is responsible for relating to the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in **section H** below.

H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSM shall provide Group with at least sixty (60) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Group right to terminate the ASC without penalty by giving written notice of termination before the effective date of the change. If Group fails to respond to the notice and does not terminate the ASC during the notice period, Group will be deemed to have approved the proposed changes, and BCBSM will then allow such modifications to become part of the ASC.

Exhibit 1

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee, unless otherwise agreed to by Group. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount / differential BCBSM receives from the applicable Host Blue and is capped at \$2,000.00 per Claim. The percentages for 2023 are:

1. 3.62% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.02% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 1.87% for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts;

For Groups with 50,000 or more Blue PPO or Traditional enrolled contracts, Blue Card Access Fees are waived and not charged to the Group. If Group's enrollment falls below 50,000 PPO enrolled contracts, BCBSM passes the BlueCard Access Fee, when charged, directly on to the Group.

Instances may occur in which the Claim payment is zero or BCBSM pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSM will pay the Host Blue's Access Fee and passes it directly on to the Group as stated above even though the Group paid little or had no Claim liability.



STOP-LOSS INSURANCE POLICY

between

BLUE CROSS BLUE SHIELD OF MICHIGAN
a Nonprofit Mutual Insurer

Herein called "the Company"

and

COUNTY OF ST CLAIR

Herein called "the Policyholder"

The Exhibit attached hereto and made a part of this Policy shall establish the Policyholder's Group Name, Customer ID, and the Policy Period.

In consideration of the Exhibit attached hereto and in consideration of the payment made by the Policyholder of all premiums when due as hereinafter provided, the Company agrees to make the payments herein specified, subject to the provisions and conditions of this Policy.

All definitions of the administrative services contract between the Policyholder and the Company (herein called the "Contract") shall apply equally to this Policy unless otherwise specified in this Policy or the Exhibit.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS THAT WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

This Policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218, MCL 500.2236.

SECTION I

DEFINITIONS

Additional definitions applicable to this Policy are contained in the Contract.

1. **"Additional Administrative Compensation" or "AAC"** has the meaning as defined in the applicable Contract.
2. **"Aggregate Attachment Point"** means the dollar amount above which Aggregate Stop-Loss Coverage will apply. The Aggregate Attachment Point is the product of (a) the average number of Coverage Units per month for the Policy Period, (b) the expected Claims per Coverage Unit for the Policy Period and (c) the attachment point percentage listed in Item A of the Exhibit to this Policy provided, however, that the Aggregate Attachment Point shall never be less than the Minimum Aggregate Attachment Point specified in Item A.4. of the Exhibit.
3. **"Aggregate Stop-Loss Coverage"** means the Amounts Billed during the Policy Period (less Specific Stop-Loss Claims, if any) that exceed the Aggregate Attachment Point. For any aggregate credits to be provided, a twelve-month Policy Period is required.
4. **"Aggregating Specific Deductible"** means a deductible, in addition to the Specific Attachment Point, that must be satisfied during the Policy Period before Amounts Billed are credited under this Policy.
5. **"Amounts Billed"** means paid Claims, including any adjusted and re-adjudicated Claims, in addition to the combined amount of BlueCard Fees and AAC, if any. AAC and/or BlueCard Fees shall only be included as "Amounts Billed" where such AAC or fees are paid in association with the types of Claims Covered and in settlement of Claims for any benefits under the Plan, and are:
 - (a) In the case of new stop-loss coverage or an existing self-funded customer adding stop-loss coverage: (i) incurred and paid during the Policy Period or (ii) incurred prior to and paid during the Policy Period for which Policyholder is not reimbursed or paid by the prior stop-loss carrier, as specified on the Exhibit.
 - (b) In the case of a renewal of existing stop-loss coverage, incurred on or after the Original Effective Date of Policy and paid during the Policy Period, as specified on the Exhibit. Notwithstanding the prior sentence, Amounts Billed includes Claims incurred on or after the effective date of the most recent Contract and paid during the Policy Period.
 - (c) Paid during the Run-Out Period, where applicable, in accordance with the provisions of this Policy.Claims, AAC, and BlueCard Fees are considered "incurred" on the date the associated service or supply is furnished; Claims, AAC, and BlueCard Fees are considered "paid" on the date they are processed.
6. **"Amounts Billed"** shall not include:
 - (a) AAC or BlueCard Fees associated with claims incurred prior to the Original Effective Date of Policy, except as specified on the Exhibit;
 - (b) AAC or BlueCard Fees associated with claims incurred after the termination date of this Policy;
 - (c) Extra-contractual damages of any nature, compensatory damages, punitive damages, or any similar damages however assessed (including as a result of settlement), or any payments made as an exception to the Plan;
7. **"BCBS Plan"** means a company that has been licensed by the Blue Cross and Blue Shield Association ("BCBSA").

8. **"BlueCard Fees"** means the fees assessed under the national program established by BCBSA under which BCBS Plan Enrollee claims are processed by BCBS Plans when an Enrollee receives health care services outside of the area served by their BCBS Plan.
9. **"Claim"** means "Claim" as that term is defined in the Contract for the lines of business specified in Items A.2 and/or B.2 in the Exhibit.
10. **"Claims Covered"** means the coverage specified in Items A.1. and/or B.1. of the Exhibit.
11. **"Coverage Unit"** means an Employee plus such person's eligible enrolled dependents. Those dependents are not counted separately but are included within the Employee's "Coverage Unit."
12. **"Enrollee"** means "Enrollee," as that term is defined in the Contract unless the Contract provides coverage for inmates of a penal institution, in which case "Enrollee" means "Inmate," as defined in such Contract.
13. **"Effective Date of Policy"** means the Policy Period start date referenced in the Exhibit.
14. **"Employee"** means "Employee," as that term is defined in the Contract unless the Contract provides coverage for inmates of a penal institution or participants in a Trust Fund, in which case "Employee" means "Inmate" or "Participants," as defined in the relevant Contract.
15. **"Exhibit"** means the attached Exhibit to the Stop-Loss Coverage Policy or any subsequent replacement Exhibit supplied by the Company. The specifications or items of the Exhibit shall be applicable for the Policy Period indicated on the Exhibit, except that any item of the Exhibit may be changed in accordance with the provisions described in this Policy.
16. **"Final Policy Period"** means the period of time beginning on the first day of the Policy Period specified on the Exhibit and ending on the date the Policy is terminated.
17. **"Minimum Aggregate Attachment Point"** is the minimum Claims amount shown in Item A.4 of the Exhibit that must be paid by the Policyholder before Aggregate Stop-Loss Coverage is credited. The Minimum Aggregate Attachment Point is 90 percent of a) the Aggregate Attachment Point as shown in Item A.3. of the Exhibit on a per Coverage Unit basis times b) the number of Coverage Units as shown in Item A.6. of the Exhibit.
18. **"Month"** means each succeeding calendar month period beginning on the first day of the Policy Period.
19. **"Original Effective Date of Policy"** means the date the Policyholder became a Blue Cross Blue Shield of Michigan stop-loss insurance policyholder. If stop-loss coverage was terminated for any reason, the Original Effective Date of Policy means the start date of the most recent uninterrupted policy periods.
20. **"Plan"** shall mean the self-funded group health plan of the Policyholder.
21. **"Policy"** as used herein means this Stop-Loss Insurance Policy.
22. **"Policy Period"** means the period of coverage beginning and ending on the dates shown on the Exhibit.
23. **"Proof of Loss"** means evidence of the Plan's payment or liabilities of Amounts Billed by or on behalf of an Enrollee during the Policy Period.
24. **"Run-In Period"** means the period immediately prior to the initial Policy Period, if any, as specified in Item B.1. of the Exhibit.

25. **“Run-Out Amounts Billed”** means those Amounts Billed that are incurred on or after the Original Effective Date of Policy but prior to termination and that are paid during the Run-Out Period.
26. **“Run-Out Period”** means the 24-month period immediately following the termination of this Policy.
27. **“Specific Attachment Point”** means the dollar amount above which Specific Stop-Loss Coverage will apply as shown in Item B.3 of the Exhibit.
28. **“Specific Stop-Loss Coverage”** means the Amounts Billed during the current Policy Period in excess of the Specific Attachment Point and the Aggregating Specific Deductible in Item B.4. of the Exhibit, if applicable, per Policy Period.
29. **“Stop-Loss Claims”** means the Amounts Billed for which the Company assumes responsibility and risk.
- (a) If the Amounts Billed that have accumulated during the Policy Period for any Coverage Unit exceed the amount indicated in Item B.3. and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the Exhibit to this Policy, such excess, up to the maximum amounts indicated, if any, shall be referred to in this Policy as Specific Stop-Loss Claims. A monthly review will occur to determine if such excess exists.
 - (b) Specific Stop-Loss Coverage does not extend beyond the termination date of this Policy unless coverage for Run-Out Stop-Loss Insurance is elected at least twelve months prior to termination of the Contract.
 - (c) If, during the Run-Out Period, Run-Out Amounts Billed exceed the Specific Attachment Point and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the Exhibit, such excess, if any, shall be referred to in this Policy as Run-Out Stop-Loss Claims and the coverage provided hereunder for such claims as Run-Out Stop-Loss Insurance.
 - (d) If, during the current Policy Period, aggregate Amounts Billed less Specific Stop-Loss Claims, if any, exceed 1) the Aggregate Attachment Point and 2) Minimum Aggregate Attachment Point indicated in Item A.4. of the Exhibit to the Policy, such excess, if any, shall be referred to in this Policy as Aggregate Stop-Loss Claims.
 - (e) Stop-Loss Claims may also include claims paid by the Policyholder's prior claim administrator as specified on the Exhibit.
30. **“Stop-Loss Premium”** means the Monthly or annual premium, calculated by multiplying the number of Coverage Units for a particular Month by the premium rate indicated in Items A.5. and/or B.5. of the Exhibit, that is required by the Company for the risk assumed under the Policy as indicated in Item A.1. and/or B.1. of the Exhibit. The Policyholder shall pay to the Company the Stop-Loss Premium by the date set forth on the Stop-Loss Premium invoice. If the Policyholder's payment is more than one business day late, the Policyholder shall pay a late fee in the amount as described in this Policy.

The Stop-Loss Premium shall be subject to change by the Company (and the Aggregate Stop-Loss Attachment Point revised retroactive to the first month of the Contract Year) upon the occurrence of any of the following:

- (a) Any changes or benefit variances in the Policyholder's Plan, its administration, or the level of benefit valuation which would increase the Company's risk;
- (b) Changes imposed by governmental entities, including taxes and fees, increase expenses incurred by the Company provided that such increases shall be limited to an amount sufficient to recover such increase in expenses; or

- (c) Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.6. and/or B.6. of the Exhibit.

Any Stop-Loss Premium changes will be effective beginning on the first day of the first full month following thirty (30) day notification by Company to Policyholder.

SECTION II POLICY PROVISIONS

1. **STOP-LOSS CREDIT.** The Company hereby agrees to credit the Policyholder as specified in the section of this Policy entitled SETTLEMENTS against the Amounts Billed during the Policy Period which are in excess of the Aggregate Attachment Point or Specific Attachment Point. If the Policyholder selects an Aggregating Specific Deductible as part of its Policy, in addition to the Specific Attachment Point, a deductible of amount specified in Item B.4. in Amounts Billed must be met before any credit is made by the Company. This additional deductible amount may be met on behalf of one or more Enrollees and must be an accumulation of Amounts Billed in excess of those applied to the Specific Attachment Point within the Policy Period. The Company shall not be liable for, nor shall the credit be extended to, any claim or liability for extra-contractual, compensatory, or punitive damages, including interest, statutory penalties and attorney fees or any payments made as an exception to the Plan. Unless otherwise specified in the Exhibit, the Company shall not be liable for the cost of administration of a Plan, including any costs related to investigation, payment or other services provided by a third-party administrator or any other party.
2. **ENTIRETY.** This Policy, the Exhibit, and any attachments shall constitute the entire Policy between the parties for the purposes of this Policy and shall supersede any and all prior or contemporaneous Policies or understandings, either oral or in writing, between the parties with respect to the subject matter herein. This Policy shall not create any right or legal obligation between the Company and any Enrollee under the Plan.
3. **MODIFICATION.** Except for the Exhibit to this Policy, which may be changed at any time in accordance with the provisions of this Policy by notifying the Policyholder in writing of such change, no modification, amendment, change, or waiver of any provision of this Policy shall be valid unless agreed to by an officer of Company and an authorized representative of the Policyholder.

SECTION III PREMIUM PROVISIONS

1. **PREMIUM PAYMENT.** The premium amounts to be paid to the Company as consideration for the insurance provided hereunder shall be specified on the Exhibit and the method of payment shall be set forth in the Contract.
2. **REMITTANCE.** The Company shall bill the Policyholder for the Stop-Loss Premium amount due and the Policyholder shall remit payment as set forth in the Contract. A remittance will be considered received when actually delivered into the possession or control of the Company.
3. **LATE FEE.** A late fee shall be assessed for the late remittance of any amount(s) due and payable to the Company by the Policyholder. This charge shall be an amount equal to the lesser of:
 - (a) 2.0% of any outstanding amount due; or
 - (b) The maximum rate permitted by state law.

4. **NOTICE, SUBROGATION, AND PROOF OF LOSS.** The Company shall reimburse the Policyholder as specified in the section of this Policy entitled SETTLEMENTS. Payment to the Policyholder in settlement of claims hereunder shall not be construed as a waiver of, or prohibition against, the Company's right to adjudicate or make further adjustments to such settlements. The subrogation provisions of the Contract are hereby incorporated by reference except to the extent they conflict with a specific provision of this Policy.

No action at law or in equity shall be brought to recover on this Policy more than three (3) years from the date of Termination of the Policy regardless of any "Run-Out" Coverage.

If any time limitation of this section of the Policy is less than that permitted by the state of Michigan at the time this Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

The books and records of the Policyholder which pertain to the Plan, including any Proof of Loss required by the Plan, shall be open to the Company and its representatives at all times during the usual business hours for inspection.

5. **RUN-OUT STOP-LOSS PREMIUM.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Coverage and only if selected at least twelve months prior to termination of the Policy), the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for the final month before termination by the Specific Stop-Loss Premium amount indicated in Item B.5. and shall be payable for the first three months after termination of the Policy. However, if the number of Coverage Units in the final month is less than the number in the month exactly one year earlier, BCBSM shall calculate the Monthly Premium using the higher count from one year earlier.

SECTION IV SETTLEMENTS

1. **SPECIFIC STOP-LOSS SETTLEMENT.** The invoices or payment schedules provided under the Contract shall include the premium due under this Policy as well as any credits to the Policyholder for Specific Stop-Loss Claims existing at that time. To the extent that a true-up is needed to reflect corrections or adjustments based on the actual number of Employees covered at any one-time during Policy Period or for other reasons, including but not limited to recovery of claims, the Company will provide, within 120 days after the end of each Policy Period during which this Policy is in effect, an annual settlement. Any deficit or surplus resulting from this settlement will be reflected in a subsequent bill. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.

If this Policy is terminated prior to the expiration of the Policy Period, claim settlements for Specific Stop-Loss Claims will be made, as specified herein, for only those full Months of the Policy Period immediately preceding Policy termination. Specific Stop-Loss Coverage shall not extend beyond the termination date of this Policy.

2. **AGGREGATE STOP-LOSS SETTLEMENT.** For any Aggregate Stop-Loss Claims, the claim settlement shall be provided to the Policyholder by the Company within 120 days after the end of each Policy Period during which this Policy is in effect. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.
3. **RUN-OUT PERIOD SETTLEMENT.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Insurance and only if selected at least twelve months prior to termination of the Policy), credits shall be provided to the Policyholder for Run-Out Stop-Loss Claims under this Policy as part of the Run-Out process under the Policy. Within 120 days following the Run-Out Period, the Company shall prepare a settlement statement that will include a final reconciliation of all Run-Out Stop-Loss Claims.

SECTION V

GENERAL PROVISIONS

1. **TERMINATION.** This Policy will terminate upon the earliest of the following dates:
 - (a) The end of the Policy Period.
 - (b) The date specified in writing by the Policyholder provided that Company is notified at least 30 days in advance of the termination date.
 - (c) The date mutually agreed to in writing by both parties.
 - (d) The date specified in writing by Company following Policyholder's failure to timely pay amounts due provided that Policyholder is notified at least 5 days in advance of the termination and during which Policyholder's delinquency is not cured.
 - (e) The date the Plan terminates.
 - (f) The date the Contract terminates.

In the event of termination of this Policy for any reason prior to the expiration of a Policy Period, no Aggregate Stop-Loss Coverage will exist for the Final Policy Period or Run-Out Period. The Policyholder will be required to fund all claims during the Final Policy Period and Run-Out Period. The Company shall have no obligation to determine a Claim settlement for the period during which coverage was not in effect nor shall the Company refund any portion of the premium(s) to the Policyholder.

2. **ADVISORS.** Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Policy. Neither party has executed this Policy in reliance on any representations, warranties, nor statements made by the other party hereto other than those expressly set forth herein.
3. **ASSIGNMENT.** No part of this Policy, or any rights, duties, or obligations described herein, shall be assigned or delegated without the prior express written consent of both parties. Any such attempted assignment shall be null and void. The Company's standing contractual arrangements for the acquisition and use of facilities, services, supplies, equipment, and personnel from other parties shall not constitute an assignment under this Policy.
4. **GOVERNING LAW.** This Policy shall be governed by, and shall be construed in accordance with, the laws of the State of Michigan without regard to any state choice-of-law statutes, and any applicable federal law.
5. **INSOLVENCY.** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Enrollees under a Plan.

6. **LIABILITY.** The Company will have neither the right nor the obligation under this Policy (though such right or obligation may exist under the separate Contract) to directly pay any Enrollee or provider of professional or medical services. The Company's sole liability is to the Policyholder, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit an Enrollee to have a direct right of action against the Company. The Company will not be considered a party to the Plan or to any supplement or amendment to it by reason of this Policy.
7. **NO WAIVER.** The failure of either the Policyholder or the Company to insist upon strict performance of any of the terms of this Policy shall not be construed as a waiver of its respective rights or remedies with respect to any subsequent breach or default in any of the terms of this Policy.
8. **NOTICES.** Unless otherwise provided in this Policy, any notice required shall be given in writing and sent to the other party either by hand-delivery, electronic message to a designated representative of the other party, or postage-pre-paid U.S. first-class mail at the following address or such other address as a party may designate from time to time:
- If to Policyholder: to the Policyholder's address as shown in the Contract
- If to the Company: Blue Cross Blue Shield of Michigan
600 Lafayette East, Mail Code B612
Detroit, Michigan 48226-2998
9. **OFFSET.** Policyholder must promptly refund any erroneous reimbursement or credit issued by Company upon notice to Policyholder of such error. To the extent Policyholder fails to make such refund, Company may deduct the amount erroneously credited from any future reimbursement or credit owed to Policyholder.
10. **SERVICE MARK LICENSEE STATUS.** The Company is an independent licensee of BCBSA and is licensed to use the "Blue Cross" and "Blue Shield" names and service marks in Michigan. The Company is not an agent of BCBSA and, by entering into this Policy, Policyholder agrees that it did so based solely on its relationship with the Company or its agents. Policyholder agrees that BCBSA is not a party to this Policy, has no obligations under this Policy, and that no BCBSA obligations are created or implied under this Policy.
11. **SEVERABILITY.** In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Policy, but this Policy shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXHIBIT TO THE STOP-LOSS COVERAGE POLICY

Policyholder: **COUNTY OF ST CLAIR**

Customer ID: **130983** Policy Period: **01/01/2023** through **12/31/2023**

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. AGGREGATE STOP-LOSS INSURANCE

Group did not purchase Aggregate Stop-Loss Insurance.

B. SPECIFIC STOP-LOSS INSURANCE

1. Claims Covered	Renewal of Existing Coverage: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.
2. Lines of Business Covered	Medical Claims and Prescription Drug Claims covered by Stop-Loss Policy
3. Specific Attachment Point (per Coverage Unit)	\$160,000.00
4. Aggregating Specific Deductible	[N/A]
5. Monthly Premium (per Coverage Unit)	\$147.39
6. Number of Coverage Units	664
7. Run-Out Coverage	Group may elect "Run-Out" Coverage by checking the "Yes" box on the Group Signature Page. Unless checked "Yes", Group will not have Stop-Loss Run-Out coverage. "Run-Out" Coverage applies to claims incurred on or after the Original Effective Date of Policy and paid during the Run-Out Period

C. ADDITIONAL PROVISIONS TO SPECIFIC STOP-LOSS INSURANCE

SECOND YEAR RATE CAP & NO-NEW LASER

The Company will not change the Specific Premium rate in Item B.5 for the Second Year Policy Period by more than the percentage noted, as long as the coverage details in Items B.2, B.3, and B.4 remain the same per Coverage Unit. The Company will not apply additional lasers in the Second Year Policy Period, referenced in this Section.

Rate Cap:

50%

**Second Year
Policy Period:**
through

01/01/2024

12/31/2024



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 23, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use \$50,000 for the Township of Emmett for crossroad culvert repair/replacement and ditching projects. The work will be done by the St. Clair County Road Commission. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from the Township of Emmett which details their request. The funds will be distributed once each project has been completed.

MICHAEL BUTLER
SUPERVISOR
BEVERLY K BROWN
CLERK
CARRIE KOT
TREASURER
KEITH SCOTT
TRUSTEE
SANDRA RELIFORD
TRUSTEE

EMMETT TOWNSHIP

11100 DUNNIGAN ROAD
EMMETT, MICHIGAN 48022
(810) 384-8070 – (810)-384-8071 FAX (810) 384-6138

November 15, 2022

Commissioner McConnell,

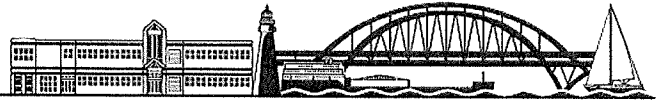
In regard to the \$50,000 in ARPA funding that yourself and the County Commissioners have allotted Emmett Township, we would like to use those funds for some infrastructure repair. The St. Clair County Road Commission has given us a quote of a crossroad culvert that is need of repair/replacement. The cost of this project is \$45,000 for the culvert and \$5000 for ditching. Emmett Township would like to utilize these funds for these projects. These projects will take place sometime next year, 2023 as the county road is very busy. I would like to move forward in signing these work order/agreements with the Road Commission once I know that we are approved to use the ARPA funding that was set aside for our township by St. Clair County Board of Commissioners and yourself. Please feel free to call me with any questions or concerns at 810-650-5294 or 810-384-8070, ext.24.

Thank you,
Michael Butler
Emmett Township Supervisor



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

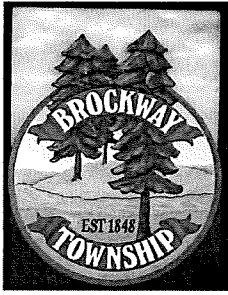
MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 18, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use \$23,479.91 for Brockway Township for replacing a 22' culvert on Fulton Road over the McLain Drain. The work has already been completed and paid for by the Township. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

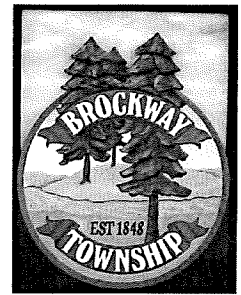
The attached letter was received from Brockway Township along with the invoices they are asking to be reimbursed for. The funds will be distributed once all the required documents have been submitted to Administration by the Township.



BROCKWAY TOWNSHIP

7645 Sayles Road
Brockway, MI 48097
Phone (810) 387-3375 Fax (810) 387-4571

Email: brockway@greatlakes.net



To District 1 Commissioner Greg McConnell:

Please find the request from Brockway Township to access \$23,479.91 of the \$50,000 that was presented to Brockway by the County Commissioners of St. Clair County in the name of Covid Relief. Thank you from the residents of Brockway Township.

Sincerely,

The Brockway Township Board of Trustees

*** INVOICE ***

St. Clair County Road Commission
21 Airport Drive
St. Clair, MI 48079-0000

Phone: 810-364-5720

1002

Brockway Township
Robert A. Kammer, Clerk
7645 Sayles Road
Yale, MI 48097-0000

Invoice Number 903794
Invoice Date 09/08/2022
Work Order Number 610599

201 Road Commission General Fund

22' LRFAP - Fulton Rd culvert
replacement over McLain Drain

LOCAL ROAD FUNDING ASSISTANCE PROGRAM

Total Project Cost As Of 08/31/22 \$46,959.82

Less Amount Previously Recorded \$ 963.00

Current Expenses For Month of August \$45,996.82

Less Road Commission Share \$22,998.41

Township Share/Amount Due

\$22,998.41

PD 10-11-22
#11256

Road
Project
Expense

Additional Billings for Subsequent Months' Activity May Follow
Make Check Payable to St. Clair County Road Commission
Payment Due By 10/08/22

*** INVOICE ***

St. Clair County Road Commission
21 Airport Drive
St. Clair, MI 48079-0000

Phone: 810-364-5720

1002

Brockway Township
Robert A. Kammer, Clerk
7645 Sayles Road
Yale, MI 48097-0000

Invoice Number 903771
Invoice Date 08/04/2022
Work Order Number 610599

201 Road Commission General Fund

22' LRFAP - Fulton Rd culvert
replacement over McLain Drain

PD 8-9-22
#11179

LOCAL ROAD FUNDING ASSISTANCE PROGRAM

Total Project Cost As Of 07/31/22 \$963.00

Less Amount Previously Recorded \$

Current Expenses For Month of July \$963.00

Less Road Commission Share \$481.50

Township Share/Amount Due

\$481.50

Additional Billings for Subsequent Months' Activity May Follow
Make Check Payable to St. Clair County Road Commission
Payment Due By 09/04/22



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 21, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use \$40,000 for the Village of Capac for improvements to the Lions Park and the new Pocket Park at 201 N. Main Street. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from the Village of Capac which details their request. The funds will be distributed once each project has been completed.



VILLAGE OF CAPAC
131 NORTH MAIN ST
P.O. BOX 218
CAPAC, MICHIGAN 48014
810-395-4355 EXT. 13
FAX : 810-395-2715
www.villageofcapac.com

November 17, 2022

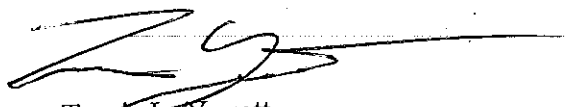
Greg McConnell, County Commission

RE: County Funding

To Whom It May Concern:

At the council meeting of November 7, 2022, a motion was made and passed to use the County ARPA funding for \$40,000.00 for improvements to Lions Park and the new Pocket Park on 201 N Main Street. We will be submitting invoices to the County for reimbursements for these projects.

If you have any questions or concerns, please call 810-395-4355 ext. 13


Travis L. Youatt
Village Manager
Village of Capac
E-Mail manager@villageofcapac.com



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: NeoGov

VALUE: \$30,679.46

TERM: 1/1/23 – 12/31/23

CONTRACT TYPE: Software Application

SERVICE DESCRIPTION: Web-based Talent Management System (TMS)

DEPARTMENT(S): Human Resources

COMMENTS: One year renewal of NeoGov Talent Management System; 9.23% increase from last term.

NEOGOV ORDER FORM

NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: County of St. Clair 200 Grand River Avenue Room 206 Port Huron, MI 48060	
Quote Creation Date:	11/17/2022	Contact Name:	Diane Barbour
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	dbarbour@stclaircounty.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE:
Subscription Start Date: 01/01/2023			
Subscription Term (months): 15 months			

Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN)	01/01/2023 - 12/31/2023	\$14,518.80
GovernmentJobs.com Subscription (GJC)	01/01/2023 - 12/31/2023	\$2,377.93
Onboard Subscription (ON)	01/01/2023 - 12/31/2023	\$11,982.73
Candidate Text Messaging	01/01/2023 - 12/31/2023	\$0.00
Customer Background Check Integration	04/12/2023 - 04/11/2024	\$1,800.00
Total:		\$30,679.46

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).



IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Signature: _____ Print Name: Date:	



ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

MEMORANDUM

ADMINISTRATION

ELIZABETH KING, RN, BSN
DIRECTOR/HEALTH OFFICER

NAJIBAH K. REHMAN, MD, MPH
MEDICAL DIRECTOR

GREG BROWN, BS
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

MARIE J. MULLER
CHAIRPERSON

JOHN F. JONES
VICE CHAIRPERSON

MONICA STANDEL
SECRETARY

ARNIE KOONTZ

SUSHMA REDDY, MD

LISA BEEDON
COUNTY COMMISSIONER

DIVISIONS

ADMINISTRATION
P 810.987.5300
F 810.985.2150

DENTAL CLINIC
P 810.984.5197
F 810.984.0747

EMERGENCY PREPAREDNESS
P 810.987.5300
F 810.987.0630

ENVIRONMENTAL HEALTH
P 810.987.5306
F 910.985.5533

HEALTH EDUCATION
P 810.987.5300
F 810.986.2150

NURSING DIVISION
P 810.987.5300
F 810.985.4487

TEEN HEALTH
P 810.987.1311
F 810.966.2898

WIC PROGRAM
P 810.987.8222
F 810.966.2898

DATE: November 8, 2022

TO: St. Clair County Board of Commissioners

FROM: Greg Brown, Administrator

RE: Manning Table Addition

Dear Commissioners:

Over the past three years the Health Department has expanded health and mental health services to multiple school districts as well as St. Clair County Community College. These programs are increasingly complex and require significant oversight and management. The task of managing these programs is at a point where a specific individual is needed to maintain the reporting, scheduling, clinical oversight, and regulatory compliance. To address this issue, the Health Department is requesting approval create and add a Public Health Supervisor Position to our manning table for FY2023. This position will be fully funded with Expanding Enhancing Emotional Health (E3) Program funds, along with funds from our annual Local Community Stabilization Authority (LCSA) allocation. Should the funding sources no longer be available for this position, it will be eliminated.



www.scchealth.co
follow us @scchdmi



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: November 17, 2022

Subject: Health Department Manning Table Addition

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

☒ FINANCIAL REVIEW

Background:

The Health Department is requesting the addition of a full time Public Health Supervisor position to their manning table. This supervisor would manage the school based clinics and programs such as Vision and Hearing, social workers and nurses. As they have expanded services into many of the schools, they are finding they need more staff to oversee those programs.

Financial Consideration:

The cost of a full time Public Health Supervisor with full fringe benefits will cost \$104,501. The wage range would be placed at III-F or (\$56,902-\$74,878). The funding to pay for this position would come from the contracts with the schools and the Local Community Stabilization Act funds that the Health Department receives. The job description has been reviewed by HR and approved by Administration. We recommend approval of the new full time Public Health Supervisor position starting in January 2023.



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: November 7, 2022

Subject: New Position: Public Health Supervisor

☒ COMPLIANCE WITH HUMAN RESOURCES POLICIES

The Public Health Department is requesting the addition of a new full-time position of Public Health Supervisor. The position will supervise the staff of the school-based health and mental health programs which include nurses and social workers. This position will drive program development and effect multiple community health programs. I completed a wage survey, shown below. I was able to find external supporting data which places this position at wage range III-F (\$54,978-72,346). I also conducted an internal wage study cross reference this recommendation which was supported with the internal data shown below.

External Comparable							
DEPARTMENT	TITLE	CALHOUN	LENAAWEE	LIVINGSTON	MUSKEGON	SAGINAW	AVERAGE
Health	Public Health Supervisor	\$ 59,369	\$ 64,211	\$ 85,449	\$ 72,467	\$ 77,843	\$ 71,867.80

Internal Comparable		Job Group	Wage Range	Max Salary
Health	Financial Services Manager	III	F	\$72,346.00
Health	Emergency Preparedness Planner	III	F	\$72,346.00
DTNW	Program Manager	III	FF	\$75,241.00
Health	PHN Supervisor	III	F	\$72,346.00
Average				\$73,069.75
Hourly				\$37.47
Proposed:	Public Health Supervisor	III	F	72,346

I support the addition of the Public Health Supervisor at a wage range of III-F as demonstrated.

Thank you,

Diane Barbour
Director-Human Resources



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: November 21, 2022
Re: Annual Reversion of Available Fund Balance

As noted in the 2021 annual financial audit report for the County, there are (2) two funds that have built up available fund balance due to over appropriation in the last two years. The County's fund balance policy states that upon completion of the prior year's independent audit and as soon as practical, the Administrator/Controller will propose to the Board of Commissioner's a transfer from each of the effected funds to either the General Fund or the Public Improvement fund.

We are proposing to transfer \$1,247,135 from the Child Care fund to the Public Improvement fund for capital improvement projects. With this transfer it will leave the Child Care fund with a fund balance within the constraints of the policy and enough for operations in the coming year.

For the Health Department fund, the fund balance has built up quite a bit that could be reverted, however, we would like to keep the additional funds in that fund as we do not know the full effects of the Medicaid Full Cost reimbursement from 2020 when the Health Department was shut down and could not operate at full capacity. The Medicaid Full Cost Reimbursement is on a 3-year cycle for reimbursements to the County for services provided. We would also like to keep the excess fund balance in this fund for any potential building improvements. These funds are already committed to Health Department activities, but are not restricted for any other purpose.

At this time, we recommend transferring \$1,247,135 from the Child Care Fund to the Public Improvement Fund.

RESOLUTION 22-58

Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions

WHEREAS: as noted in the annual financial audit of the County for 2021, one Fund has built up available Fund Balance due to over appropriation in the last year(s); and

WHEREAS: the St. Clair County Board of Commissioners has determined by policy (#200-215, dated June 18, 2015) that excess Fund Balances shall revert back to the General Fund or the Public Improvement Fund to be available for distribution.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the Administrator/Controller is directed to transfer from the following Fund to the Public Improvement Fund in the following amount:

Child Care Fund	\$ 1,247,135
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- 2) That the Administrator/Controller is also directed to allocate these funds as follows:

Public Improvement Fund	\$ 1,247,135
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DATED: December 8, 2022

Reviewed and Approved as to form by:

GARY A. FLETCHER
Corporation Counsel
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