



AGENDA

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

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

August 5, 2021 at 6:00 PM

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- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. FY 2022 Emergency Management Program Grant (EMPG) Work Agreement
 - B. Law Enforcement Service Agreement Between the City of Algonac and Sheriff's Office
 - C. Contract Approval Request - IDEMIA LiveScan Fingerprinting
 - D. FY 2022 Michigan Indigent Defense Commission (MIDC) Grant Contract
 - E. FY 2022 RTA-2022 - Raise the Age - 2022 Grant Application
 - 8. Other Judiciary/Public Safety Matters**
 - 9. Information Only**
 - 10. Receive and File Packets**
 - 11. Adjournment**

Committee Chair: Greg McConnell

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

FY 2022 Emergency Management Program Grant (EMPG) Work Agreement

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	2022 EMPG Work Agreement Memo	7/14/2021	Cover Memo
📎	2022 EMPG Work Agreement (EMHSD-31) St Clair County w Justin Sig	7/14/2021	Cover Memo



COUNTY OF ST. CLAIR

Office of Homeland Security/Emergency Management

295 Airport Drive, Kimball, MI 48074

Phone: 810-989-6965 Fax: 810-364-4603



Memo:

Date: July 1, 2021

To: Jeff Bohm, St Clair County Board of Commissioners, Chairman

From: Justin Westmiller, St Clair County Homeland Security & Emergency Management Director

Subject: FY 2022 Emergency Management Program Grant (EMPG) Work Agreement:

The annual Work Agreement is a document for the local emergency management programs to ensure that Michigan has a consistent, measurable, and effective emergency management system. Objectives are determined yearly based on Emergency Management (EM) priorities nationally and within the state.

An approved Work Agreement is required for a local jurisdiction to be eligible for the following fiscal program:

- Department of Homeland Security (DHS) Emergency Management Program Grant (EMPG) Grant funding.

State/Local EMPG funding assistance is dependent upon the timely completion of identified work objectives. Failure to complete work objectives may result in the delay or forfeiture of that quarter's allocation until the work objective is completed. Difficulty in completing a work objective shall be discussed with the respective District Coordinator (DC) before the end of the quarter to avoid loss of funding.

EMHSD-31 Michigan State Police Emergency Management and Homeland Security Division	(Enter Jurisdiction Name <u>St. Clair County</u>) Emergency Management Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Work Agreement/Quarterly Report				☒ Initial Work Agreement
☐ 1st Quarter SIGNATURE OF CHIEF ELECTED OFFICIAL	☐ 2nd Quarter DATE	☐ 3rd Quarter SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	☐ 4th Quarter DATE	DATE 7/12/21	
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER 	DATE 7/12/21	SIGNATURE OF DISTRICT COORDINATOR 	DATE		

Purpose

This survey functions as the 2022 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 1/10/22.	EMPG work agreement/quarterly report was submitted: Yes/No

	- Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 1/20/22. - Submit documents for 2022 EMPG work agreement to EMHSD financial staff by 10/1/21.	EMPG quarterly expense report was submitted: Yes/No Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No
2nd	- Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 4/10/22. - Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 4/20/22.	EMPG work agreement/quarterly report was submitted: Yes/No EMPG quarterly expense report was submitted: Yes/No
3rd	- Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 7/10/22. - Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 7/20/22.	EMPG work agreement/quarterly report was submitted: Yes/No EMPG quarterly expense report was submitted: Yes/No
4th	Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work	EMPG work agreement/quarterly report was submitted: Yes/No

	agreement/report, with signatures, will be submitted by 10/10/22. - Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted 10/20/22. - Submit documents for 2023 EMPG work agreement to EMHSD financial staff by 10/1/22.	EMPG quarterly expense report was submitted: Yes/No Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No
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(2) LAWS AND AUTHORITIES

The Emergency Management Program (EMP) shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws and regulations and have a local Emergency Management (EM) resolution.

	Planned Activities	Action Taken (Local EMC Status Report)
1 st	- Attend quarterly district EM meetings held between 10/1/21-12/31/21. - Report attendance at other EM related meetings held between 10/1/21-12/31/21.	Quarterly meeting attended: Yes/No <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____

		ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
2nd	▪ Attend quarterly district EM meetings held between 1/1/22-3/31/22. ▪ Report attendance at other EM related meetings held between 1/1/22-3/31/22.	Quarterly meeting attended: Yes/No _____ <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____

		Regional # _____ State # _____ Federal # _____
3 rd	- Attend quarterly district EM meetings held between 4/1/22-6/30/22. - Report attendance at other EM related meetings held between 4/1/22-6/30/22.	Quarterly meeting attended: Yes/No _____ <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
4 th	Attend quarterly district EM meetings held between 7/1/22-9/30/22.	Quarterly meeting attended: Yes/No _____

▪ Report attendance at other EM related meetings held between 7/1/22-9/30/22.	<i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
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(3) HAZARD IDENTIFICATION, RISK ASSESSMENT, AND CONSEQUENCE ANALYSIS The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction's governance.	
Planned Activities	Action Taken (Local EM Status Report)

1st - Document any hazard identification, risk assessment, or consequence analysis activities performed between 10/1/21-12/31/21. - Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 10/1/21-12/31/21?	<i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____ I.P. Gateway tool utilized: Yes/No
2nd - Document any hazard identification, risk assessment, or consequence analysis activities performed between 1/1/22-3/31/22. - Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 1/1/22-3/31/22?	<i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____ I.P. Gateway tool utilized: Yes/No
3rd - Document any hazard identification, risk assessment, or consequence analysis activities performed between 4/1/22-6/30/22. - Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 4/1/22-6/30/22?	<i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____ I.P. Gateway tool utilized: Yes/No
4th Document any hazard identification, risk assessment, or consequence analysis activities performed between 7/1/22-9/30/22.	<i>Type of Risk Assessment/Number Completed:</i> County: # _____

	Municipal: # _____ Facilities: # _____ Special Events: # _____ I.P. Gateway tool utilized: Yes/No
Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 7/1/22-9/30/22?	

(4) HAZARD MITIGATION

The Emergency Management Coordinator (EMC) should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, then the EMC shall ensure that the jurisdiction's hazard mitigation (HM) plan is developed and updated every five years.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	- Document whether your community has developed a hazard mitigation plan. - Confirm the date of the jurisdiction's hazard mitigation plan. - Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 10/1/21-12/31/21.	HM plan: Yes/No/Adopted County Plan Plan is expired: Yes/No Expiration Date: ____/____/____ Check appropriate steps ☐ Assemble a local planning team ☐ Collect information about local hazard impacts ☐ Identify vulnerabilities ☐ Edit the document ☐ Offer the document for stakeholder and public review ☐ Meeting(s) to identify or select hazard mitigation actions

	▪ Report how many action items listed in the hazard mitigation plan have been completed between 10/1/21-12/31/21.	☐ Describe the details of action item implementation ☐ Official plan adoption by participating jurisdictions Total action items: # _____ Action items completed: # _____
2 nd	▪ Report how many action items listed in the hazard mitigation plan have been completed between 1/1/22-3/31/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 1/1/22-3/31/22.	Total action items: # _____ Action items completed: # _____ Check appropriate steps ☐ Assemble a local planning team ☐ Collect information about local hazard impacts ☐ Identify vulnerabilities ☐ Edit the document ☐ Offer the document for stakeholder or public review ☐ Meeting(s) to identify or select hazard mitigation actions ☐ Describe the details of action item implementation ☐ Official plan adoption by participating jurisdictions
3 rd	▪ Report how many action items listed in the hazard mitigation plan have been completed between 4/1/22-6/30/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 4/1/22-6/30/22.	Total action items: # _____ Action items completed: # _____ Check appropriate steps ☐ Assemble a local planning team ☐ Collect information about local hazard impacts ☐ Identify vulnerabilities ☐ Edit the document ☐ Offer the document for stakeholder and public review ☐ Meeting(s) to identify or select hazard mitigation actions

		☐ Describe the details of action item implementation ☐ Official plan adoption by participating jurisdictions
4 th	▪ Report how many action items listed in the hazard mitigation plan have been completed between 7/1/22-9/30/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 7/1/22-9/30/22. ▪ Disseminate EMHSD hazard mitigation information announcements and notices of funding availability for Hazard Mitigation Assistance to all local jurisdictions within your EMP.	Total action items: # _____ Action items completed: # _____ Check appropriate steps ☐ Assemble a local planning team ☐ Collect information about local hazard impacts ☐ Identify vulnerabilities ☐ Edit the document ☐ Offer the document for stakeholder and public review ☐ Meeting(s) to identify or select hazard mitigation actions ☐ Describe the details of action item implementation ☐ Official plan adoption by participating jurisdictions Information Was Disseminated: Yes/No Does not apply: _____

(5) PREVENTION

The Emergency Management Program (EMP) has a strategy among disciplines to coordinate prevention activities, to monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Planned Activities	Action Taken (Local EM Status Report)
▪ Identify prevention activities that the jurisdiction participated in between 10/1/21-9/30/22.	<i>Check all that apply</i>

	☐ Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan. ☐ Establishing a jurisdiction-wide prevention activities coordinator to coordinate with all agencies in prevention activities. ☐ Participating in the Homeland Security Information Network (HSIN). ☐ Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities. ☐ Utilizing MI CIMS or another monitoring system to identify and coordinate prevention activities within the EOC. ☐ Establishing procedures that coordinate reporting with the Regional MIOC liaison and State MIOC. ☐ Conducting information sharing procedures. ☐ Other: _____
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(6) OPERATIONAL PLANNING

The Emergency Management Coordinator (EMC) shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction's current Chief Elected Official (CEO) has signed the updated/revised EOP, EAG, and emergency support plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Report the number of Local Planning Team (LPT) meetings that occurred between 10/1/21-12/31/21.	Attended/Hosted # _____ LPT meetings.

	▪ Host four LEPC meetings by 9/30/2022. ▪ Confirm the date of the jurisdiction's EOP/EAG and verify if the plan will expire between 10/1/21 - 9/30/22. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 10/1/21 - 12/31/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 10/1/21-12/31/21. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 10/1/21-12/31/21. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the District Coordinator (DC).	Hosted # _____ LEPC meetings. EOP/EAG is current: Yes/No _____ Expiration Date: ____/____/____ Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____ <i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____ Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____
2 nd	▪ Report the number of Local Planning Team (LPT) meetings that occurred between 1/1/22-3/31/22. ▪ Host four LEPC meetings by 9/30/2022. ▪ Verify that the CEO original signature is current in the EOP/EAG, if new CEO, forward contact information to the DC. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 1/1/22 - 3/31/22. Ensure that any	Attended/Hosted # _____ LPT meetings. Hosted # _____ LEPC meetings. EOP/EAG CEO signature is current: Yes/No _____ Current CEO contact information was sent to DC: Yes/No _____ Does not apply _____ Reviewed Annexes: # _____ Total Annexes: # _____

	section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 1/1/22-3/31/22. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 1/1/22-3/31/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC.	Annexes Updated: # _____ <i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____ Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____
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3rd	▪ Report the number of Local Planning Team (LPT) meetings that occurred between 4/1/22-6/30/22. ▪ Host four LEPC meetings by 9/30/2022. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 4/1/22 - 6/30/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 4/1/22-6/30/22. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 4/1/22-6/30/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report the status of SARA Title III plans and report any problem areas.	Attended/Hosted # _____ LPT meetings. Hosted # _____ LEPC meetings. Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____ <i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____ Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____ Total Sites: # _____ Total Plans: # _____ Problem Areas: _____ Does not apply: _____
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4th	▪ Report the number of Local Planning Team (LPT) meetings that occurred between 7/1/22-9/30/22. ▪ Host four LEPC meetings by 9/30/22. ▪ Identify EOP/EAG annexes that were that were reviewed and/or updated between 7/1/22 - 9/30/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 7/1/22-9/30/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report participation in EM activities with school officials that took place between 7/1/22-9/30/22 and supply any planning guidance/templates that are available. ▪ Verify receipt by 9/15/22 and distribution of scheduled drill days for school buildings operated by the school, school district, intermediate school district, or public academy, for the 2022-2023 school year.	Attended/Hosted # _____ LPT meetings Hosted # _____ LEPC meetings. Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____ Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____ School Activities/Number of Activities: Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____ Drill distribution was received: Yes/No Drill distribution was distributed: Yes/No
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(7) INCIDENT MANAGEMENT

The Emergency Management Program (EMP) shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's Emergency Operations Center (EOC).

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Update EOC call list, including the CEO, and submit a copy to the DC by 12/31/21.	EOC call list is updated: Yes/No EOC call list has been sent to the DC: Yes/No
2 nd	Update EOC call list and submit a copy to the DC by 3/31/22, only if changes have been made.	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
3 rd	Update EOC call list and submit a copy to the DC by 6/30/22, only if changes have been made.	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
4 th	- Perform an EOC call-out for a drill or an actual event between 10/1/21 and 9/30/22. - Update EOC call list and submit a copy to the DC by 9/30/22, only if changes have been made. - Conduct EOC orientation session between 10/1/21 and 9/30/22. - Submit the EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/22.	EOC call-out drill has been performed: Yes/No EOC call-out for an actual event has been performed: Yes/No Changes have been made: Yes/No Changes have been sent to the DC: Yes/No EOC orientation was conducted: Yes/No EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification submitted by 9/30/22: Yes/No

(8) RESOURCE MANAGEMENT, LOGISTICS, AND MUTUAL AID

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The jurisdiction shall use the Michigan Critical Incident Management System (MI CIMS) to manage their NIMS-typed resources. The EMC should also develop Mutual Aid Agreements (MAA) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

Planned Activities		Action Taken (Local EM Status Report)
1 st		
2 nd		
3 rd		
4 th	- Report new, updated, or current MAA/MOUs within the emergency management program. - Report any MEMAC membership additions that occurred between 10/1/21 and 9/30/22. - Verify that the jurisdiction's NIMS-typed resources are current in the MI CIMS Resource Inventory Board and complete the resource portion of form EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/22.	New MAA/MOUs: # _____ Updated MAA/MOUs: # _____ Current MAA/MOUs: # _____ MEMAC Member Name: _____ EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification Report submitted: Yes/No

(9) COMMUNICATIONS AND WARNING

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction communicates both internally and externally with all Emergency Management Program (EMP) stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The system should be interoperable with other communication systems.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	- Identify the primary and backup public alerting system used in the jurisdiction. (i.e., Emergency Alert System (EAS) & Wireless Emergency Alerts (WEA), sirens, weather radio, etc.). - Identify the primary and backup public opt-in mass notification systems used in the jurisdiction. - Verify if the jurisdiction is an Integrated Public Alert & Warning System (IPAWS) alerting authority. - If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming an IPAWS alerting authority. - If jurisdiction is not working towards becoming an IPAWS alerting authority; indicate reason. - Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 10/1/21-12-31-21. - Participated in district and/or statewide radio testing between 10/1/21-12/31/21.	Primary Public Alerting System: _____ Backup Public Alerting System: _____ Primary Mass Notification System: _____ Backup Mass Notification System: _____ Jurisdiction is an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County Level. Jurisdiction is in the process of becoming an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County level. Reason why jurisdiction is not working towards becoming an IPAWS alerting authority: _____ IPAWS Proficiency Demonstrations Completed: # _____ Radio Test Type/Number: District: # _____ State: # _____ Other: # _____

	- Participated in district and/or statewide MI CIMS drills/exercises between 10/1/21-12/31/21. - Document the jurisdiction's participation in any additional communication tests between 10/1/21-12/31/21.	<i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
2 nd	- Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 1/1/22-3/31/22. - Participated in district and/or statewide radio testing between 1/1/22-3/31/22. - Participated in district and/or statewide MI CIMS drills/exercises between 1/1/22-3/31/22. - Document the jurisdiction's participation in any additional communication tests between 1/1/22-3/31/22.	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
3 rd	- Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 4/1/22-6/30/22. - Participated in district and/or statewide radio testing between 4/1/22-6/30/22. - Participated in district and/or statewide MI CIMS drills/exercises between 4/1/22-6/30/22. - Document the jurisdiction's participation in any additional communication tests between 4/1/22-6/30/22.	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____

4 th	- Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 7/1/22-9/30/22. - Participated in district and/or statewide radio testing between 7/1/22-9/30/22. - Participated in district and/or statewide MI CIMS drills/exercises between 7/1/22-9/30/22. - Document the jurisdiction's participation in any additional communication tests between 7/1/22-9/30/22. - Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives between 10/1/21-9/30/22. - Review and compare your jurisdiction's alert and warning plan for compliancy with regional EAS plan by 9/30/22.	IPAWS Proficiency Demonstrations Completed: # _____ Radio Test Type/Number of Radio Tests: District: # _____ State: # _____ Other: # _____ MI CIMS Drill/Exercise Type/Number: District: # _____ State: # _____ Communication Tests Type/Number: Communication Tests: _____, # _____ LECC/MAB regional meetings were held – Yes/No Attended: # _____ Regional LECC/MAB Meeting. Jurisdiction has an alert and warning plan: Yes/No Jurisdiction's plan was compared with regional LECC/MAB Plan: Yes/No
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(10) OPERATIONS, PROCEDURES, AND FACILITIES

The Emergency Management Coordinator (EMC) shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The Emergency Management Program (EMP) shall have a primary facility Emergency Operations Center (EOC) capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance	Procedures are up to date in plans or procedures: Yes/No

	are up to date in the jurisdiction's plans or procedures by 12/31/21. ▪ Report updates to EOC activation procedures for the jurisdiction's EOC, provide a copy to the DC by 12/31/21. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans.	EOC activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No
2nd	▪ Ensure that procedures for declaring a local "State of Emergency" and requesting a Governor's Emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by 3/31/22. ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 1/1/22 and 3/31/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans.	Procedures have been reviewed with public officials: Yes/No Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No
3rd	▪ Report any major updates to EOC activation, operation, and deactivation procedures between 4/1/22 and 6/30/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans.	Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No
4th	▪ Report any major updates to EOC activation, operation, and deactivation procedures between 7/1/22 and 9/30/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance	Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No

	initiative to develop and maintain local energy assurance plans.
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(11) TRAINING

The Emergency Management Coordinator (EMC) shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes: Professional Development Series (PDS), MI CIMS, Damage Assessment and NIMS training courses. The local emergency manager shall submit the Quarterly Training and Exercise Reporting Worksheet (EMD-65) and promote available Emergency Management (EM) training for all personnel, including EOC staff, specific to their responsibilities.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Promote emergency management courses between 10/1/21-12/31/21.	Emergency management course schedule has been promoted: Yes/No
2 nd	Promote emergency management courses between 1/1/22-3/31/22.	Emergency management course schedule has been promoted: Yes/No
3 rd	Promote emergency management courses between 4/1/22-6/30/22.	Emergency management course schedule has been promoted: Yes/No
4 th	Promote emergency management courses between 7/1/22-9/30/22.	Emergency management course schedule has been promoted: Yes/No

(12) EXERCISES, EVALUATIONS, AND CORRECTIVE ACTIONS

The Emergency Management Program (EMP) shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel, as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP). The local emergency manager shall track all exercises on the Quarterly Training and Exercise Reporting Worksheet (EMD-065) including the type, hazards, grant funding, and number of participants, and submit this form.

All EMPG funded personnel receiving funding for any portion of their salary, benefits, or other expenditures must participate in no fewer than three exercises in the 12-month fiscal year grant period. Participation includes roles as exercise director, player, evaluator, controller, and assisting as a player in a simulation cell. Observation of an exercise will not count as participation.

One of the exercises must be conducted within the funded jurisdiction and test the local program Emergency Operations Plan (EOP). By authority conferred on the director of the department of state police by section 19 of 1976 PA 390, as amended, MCL 30.419) Per R 30.51 (Admin Code) each program shall have "(D) An exercise that tests the emergency operations plan at least once each fiscal year (October 1 to September 30)."

At least one After Action Report and Improvement Plan (AAR/IP) for an exercise which tests the local jurisdiction or programs EOP must be submitted to EMHSD each fiscal year via the District Coordinator.

Effort shall be made to submit the AAR/IP within 90 days of the exercise conclusion. It is requested that all AAR/IPs be submitted to EMHSD for tracking purposes.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	Submit EMD-065 – Quarter Training and Exercise Report by 1/10/22.	EMD-065 has been submitted: Yes/No
2 nd	Submit EMD-065 – Quarter Training and Exercise Report by 4/10/22.	EMD-065 has been submitted: Yes/No
3 rd	Submit EMD-065 – Quarter Training and Exercise Report by 7/10/22.	EMD-065 has been submitted: Yes/No
4 th		

	▪ Submit EMD-065 – Quarter Training and Exercise Report by 10/10/22. ▪ Develop and submit multi-year training and exercise plan for FY2023 – FY2025 by 9/30/22.	EMD-065 has been submitted: Yes/No Multi-year training and exercise plan has been submitted: Yes/No
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(13) CRISIS COMMUNICATIONS, PUBLIC EDUCATION, AND INFORMATION

The Emergency Management Program (EMP) provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and campaigns such as “Do 1 Thing.”

	Planned Activities	Action Taken (Local EM Status Report)
1 st	▪ Document efforts to educate the public about preparedness activities occurring between 10/1/21-12/31/21. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 10/1/21-12/31/21.	<i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No: _____ Media: _____ Signs of terrorism: Yes/No: _____ Media: _____ OK2Say: Yes/No, Media: _____ Other: _____, Media: _____ <i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____
2 nd	▪ Document efforts to educate the public about preparedness activities occurring between 1/1/22-3/31/22. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 1/1/22-3/31/22.	<i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ OK2Say: Yes/No, Media: _____ Other: _____, Media: _____ <i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____

		Deployment/Activation: # _____
3 rd	- Document efforts to educate the public about preparedness activities occurring between 4/1/22-6/30/22. Report the data presented and the media by which this was accomplished. - Document any Citizen Corps activity that occurred between 4/1/22-6/30/22.	<i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____ <i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____
4 th	- Document efforts to educate the public about preparedness activities occurring between 7/1/22-9/30/22. Report the data presented and the media by which this was accomplished. - Document any Citizen Corps activity that occurred between 7/1/22-9/30/22.	<i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____ <i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____

(14) OTHER - Unscheduled EMERGENCY MANAGEMENT ACTIVITIES

List other emergency management work items not included in the preceding 13 EM Objectives.

Activities		Action Taken
1 st		
2 nd		
3 rd		
4 th		

CONTACTS FOR ASSISTANCE

The following is a list Subject Matter Experts (SME) to assist with the information required on this report.

Name of SME	Contact Information	Specialty
Lt. Jeff Yonker	yonkerj@michigan.gov 517-719-9767	District 1 Coordinator
Lt. Timothy Ketvirtis	KetvirtisT@michigan.gov 517-202-5597	District 2N Coordinator
Lt. Nate McQueen	McQueenN@michigan.gov 248-210-0672	District 2S Coordinator
Lt. Charles Barker	BarkerC@michigan.gov 810-223-8466	District 3 Coordinator
Lt. Josh Collins	CollinsJ1@michigan.gov 517-202-5545	District 5 Coordinator
Lt. Orville Theaker	TheakerO@michigan.gov 269-953-6099	District 6 Coordinator
Lt. Michael DeCastro	DecastroM@michigan.gov 231-499-8266	District 7 Coordinator
Lt. Steven Derusha	DerushaS1@michigan.gov 517-898-5055	District 8 Coordinator
F/Lt. Gabe Covey	CoveyG@michigan.gov 517-927-5362	State and Local Support Section Manager
Penny Burger	BurgerP@michigan.gov 517-898-0551	Grants and Financial Management Section Manager
Amanda VanKoevering	VanKoeveringA@michigan.gov 517-388-8569	Financial Analyst
Kim Richmond	RichmondK@michigan.gov 517-204-0211	Grants Unit Manager
Marie Douville	DouvilleM@michigan.gov 517-230-0011	Emergency Management Performance Grant Coordinator
Matt Schneppe	SchneppeM1@michigan.gov 517-256-1512	Recovery Unit Manager
Mike Sobocinski	SobocinskiM@michigan.gov 517-881-2512	Local Mitigation Planner
Henrik Hollaender	HollaenderH@michigan.gov 517-898-4225	Local Planner/NIMS

Brenna Roos	RoosB@michigan.gov 517-582-2846	HMEP/LEPC/ SARA Title III
Brianna Briggs	BriggsB3@michigan.gov 517-230-2949	Operations Management Section Manager
Larry St. George	StGeorgeL@michigan.gov 517-449-0470	Emergency Operations Unit Manager
Matt Cook	CookM1@michigan.gov 517-730-1689	MI CIMS Coordinator
Jaclyn Barcroft	BarcroftJ@michigan.gov 517-230-2279	Emergency Communications Specialist
Jackie Hampton	HamptonJ@michigan.gov 517-243-0149	Training and Exercise Section Manager
Dale George	GeorgeD5@michigan.gov 517-243-4439	Training, Exercise, and Radiological Unit Manager
Danica Frederick	FrederickD3@michigan.gov 517-285-9714	Training Officer
Shawn Ewing	EwingS2@michigan.gov 517-897-7576	Exercise Officer
Sherrie Loader	LoaderS@michigan.gov 517-285-7495	Auditor
Insp. Michele Sosinski	SosinskiM1@michigan.gov 517-388-6726	MSP/EMHSD Assistant Commander
Capt. Kevin Sweeney	SweeneyK@michigan.gov 517-719-1195	MSP/EMHSD Commander

Law Enforcement Service Agreement Between the City of Algonac and Sheriff's Office

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo Algonac Contract	7/21/2021	Cover Memo
📎 Algonac Agreement	7/21/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director & Jim Spadafore, Under Sheriff

Date: July 21, 2021

Re: Agreement for Law Enforcement Services between the City of Algonac and the Sheriff's Office

The City of Algonac has approved the contract for law enforcement services with the St. Clair County Sheriff's Office for the period October 1, 2021 through September 30, 2024.

There was an increase from the last contract to the first year of the new contract of about \$70,000 which is due in part from the increase in the County pension contribution going from 17.5% in 2020 to 25.5% in 2021 along with a 2% wage increase.

The contract amounts for each year are below:

10/1/21-9/30/22 - \$830,264
10/1/22-9/30/23 - \$849,385
10/1/23-9/30/24 - \$868,833

The Sheriff's Office has been providing Law Enforcement services to the City of Algonac since October 1, 2012.

We recommend that the Board of Commissioners approve the contract for Law Enforcement Services between the City of Algonac and the St. Clair County Sheriff's Office at the August 19, 2021 Board of Commissioners meeting.

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE ST. CLAIR COUNTY SHERIFF AND
THE CITY OF ALGONAC

THIS AGREEMENT made and entered into this day of 2021 by and between the **COUNTY OF ST. CLAIR** the **ST. CLAIR COUNTY SHERIFF**, collectively referred to as the “**COUNTY**” and the **CITY OF ALGONAC**, referred to as the “**CITY**”.

WHEREAS, the County provides police protection to its residents, and provides for the enforcement of State and local laws, regulations and ordinances generally under the direction of the St. Clair County Sheriff’s Department, and

WHEREAS, the City desires to provide police protection under contract with the County, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions as hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The County will provide police protection (“Law Enforcement Services”) for the purpose of enforcement of all State laws and City criminal, civil and traffic ordinances within and for the City. All deputies providing service under this Agreement shall be provided a copy of the Algonac Ordinances and be provided training as to the appropriate application of such ordinances. The training as to the City Ordinances shall not apply to the deputies who have previously served as Algonac police officers. As determined to be appropriate by the assigned deputies and consistent with directives from the Sheriff Department supervisors, where applicable and proper, enforcement shall be through Algonac City Ordinances. The City shall provide copies of its current City criminal and civil infraction ordinances to be supplied to the deputies providing the Law Enforcement services and the City Attorney shall provide training where necessary.

2. The Law Enforcement Services to be provided by the County shall consist of furnishing the necessary certified deputies for 30 hours of coverage per day, seven days per week within the City limits commencing on October 1, 2021 and terminating on September 30, 2024. One patrol deputy shall be assigned 24 hours per day and a second deputy 6 hours per day in the evening. The financial breakdown and any supplemental law enforcement

service to be provided requiring additional time, personnel and equipment, are specified in Exhibit "A" of this Agreement. The City is responsible for providing the fuel to be used in the patrol vehicles.

The County shall create a substation within the Algonac City hall to operate the law enforcement services described herein. The City shall provide the County approximately 500 square feet of office space at a cost of \$1 per year including utilities and janitorial services. The office area described in Exhibit "C" shall include 2 desks, internet access, a locker room and use of a common hallway to gain access to the northeast vehicle bay providing storage of two County patrol vehicles.

3. The Administration, assignment, discipline, and enforcement of performance standards of the assigned deputies shall be the sole responsibility of the County. The County is responsible for the payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employees providing this service and will indemnify the City harmless from such claims.

4. The County will maintain and provide all equipment such as, but not limited to, patrol cars, ammunition, communication facilities and dispatching services which are necessary to the providing of the service with the exception of stationary such as notices, appearance tickets, or traffic ordinances. The County will mark the Sheriff's Department vehicle(s) being used for patrol in the City to identify it as a City of Algonac patrol vehicle. The exact method of marking the vehicle shall be determined by the County. The patrol vehicle assigned to the City will not be dispatched for duties outside the City limits unless such vehicle is dispatched on an emergency call involving a threat or danger to the personal safety of a citizen, law enforcement or other public employee.

5. The control, standard of performance, and discipline of those personnel assigned to provide those services set forth herein shall be the sole responsibility of the St. Clair County Sheriff. The St. Clair County Sheriff agrees to employ City Reserve Officers at an annual budgeted amount of \$17,000 to assist in its operations including, by way of example, acting as the second officer in a patrol vehicle or for extra staffing to provide service at special events. The parties will meet and confer to establish proper staffing for the City's July 4th fireworks special event.

6. Scheduling of specific hours of patrol, as stated in section 2, shall be as set forth by the St. Clair County Sheriff. These hours may only be modified when in agreement of the Sheriff and the City Manager of the City.

7. The County shall indemnify the City harmless from all claims, demands, payments, and suits by reason

of any acts or omissions of the County, its agents or employees, in their performance of those services herein provided.

8. The City shall have the right of inspection of all time records, patrol logs, accounting records of the Sheriff's Department related to the providing of services herein. Incident and investigation reports shall be available to the extent that disclosure of same would not:

- i. Interfere with law enforcement proceedings
- ii. Deprive a person of the right to a fair trial or impartial administration adjudication.
- iii. Constitute an unwarranted invasion of personal property
- iv. Disclose the identity of a confidential source, or if the record is compiled by a criminal investigation, disclose confidential information furnished only by a confidential source.
- v. Disclose law enforcement investigative techniques or procedures.
- vi. Endanger the life or physical safety of law enforcement personnel

9. The Sheriff shall provide the City with semi-annual reports, broken down by month, of the activity in providing the services under this Agreement. Such reports shall include information such as the number of calls, the type of calls, the number of traffic stops, and the number of citations issued. In addition, the patrol supervisor will meet with the City administration monthly to review the services being provided under this Agreement. At minimum, the Sheriff or his designee shall attend one City Council meeting in January and one meeting in July of each year, reviewing the previous 6 months activity.

10. The County will furnish the City with weekly time sheets and patrol log sheets for those hours spent by its certified deputy on carrying out the terms of this Agreement. Said time sheets and patrol log sheets shall be calculated in increments of $\frac{1}{4}$ (.25) hours.

11. The term of this Agreement shall be from October 1, 2021 through September 30, 2024, unless terminated earlier as set forth herein.

12. The City is solely responsible for and agrees to pay \$830,264 for such law enforcement service, beginning October 1, 2021 through September 30, 2022 to be paid in equal monthly installments of \$69,188.63.

The City is solely responsible for and agrees to pay \$849,385 for such law enforcement service, beginning October 1, 2022 through September 30, 2023 to be paid in equal monthly installments of \$70,782.07.

The City is solely responsible for and agrees to pay \$868,833 for such law enforcement service, beginning October 1, 2023 through September 30, 2024 to be paid in equal monthly installments of \$72,402.76.

Payments of each monthly installment shall be made on or before the last day of the month following the month that the services were provided. The St. Clair County Controller will provide information to the City as reasonably requested to substantiate the cost factors in determining the amounts set forth above. The variable cost

(i.e. reserve officers and vehicle maintenance) of the County shall be tracked and verification of actual costs provided to the City within 60 days of the end of the year of this Agreement and the City shall be invoiced and pay any costs incurred over the estimates shown in Exhibit "A" or receive credit for costs incurred by the County which are less than the estimate.

13. The City shall have the right to renew the contract at the end of its term provided that:

- i. The City has expressed its intent to renew in writing not less than 6 months prior to the expiration of this Agreement. Said notice is to be sent to the St. Clair County Sheriff and the St. Clair County Board of Commissioners.
- ii. The County is agreeable to renewal.
- iii. Rates for the new agreement can be agreed upon between the parties.

14. Either party may terminate this Agreement with a 6 month written notice.

15. Any grant funds that would have been allocated to the City of Algonac will be reallocated to the St. Clair County Sheriff's Office and will be expended within the City of Algonac.

16. At the conclusion of this contract, ownership of the vehicles will revert to the City of Algonac. If the City does not want ownership of the vehicles at the end of the contract, a credit will be given for the amount of the proceeds from the retired vehicle(s) sold at auction.

17. This Agreement and the attached Exhibits constitutes the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this Agreement and it may be added or modified only in writing signed by the parties.

CITY OF ALGONAC

By Terry L. Stoneburner
Terry L. Stoneburner, Mayor

By Denice Gerstenberg
Denice Gerstenberg, City Manager

**ST. CLAIR COUNTY
BOARD OF COMMISSIONERS**

By _____
Jeffrey L. Bohm, Chairperson

By _____
Karry Hepting,
Administrator/Controller

ST. CLAIR COUNTY SHERIFF

By Mat King
Mat King, Sheriff

Contract Approval Request - IDEMIA LiveScan Fingerprinting

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - IDEMIA LiveScan Fingerprinting	7/28/2021	Cover Memo
📎	Memo_LiveScan	7/29/2021	Cover Memo
📎	IDEMIA LiveScan	7/28/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

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

VENDOR: IDEMIA

VALUE: \$33,712

TERM: One time purchase

CONTRACT TYPE: Equipment/software

SERVICE DESCRIPTION: Livescan fingerprinting machines and software

DEPARTMENT(S): Sheriff/Intervention Center

COMMENTS: All Palmscan Livescan machines have to be replaced by 12/31/21; CLEMIS has arranged for the attached contract pricing and agreement. Initial equipment purchase is \$33,712, which covers year 1 of maintenance; subsequent annual maintenance totals \$5777/yr.



St. Clair County Sheriff's Office
Jail Administration
1170 Michigan Road
Port Huron, MI 48060

810.987.1712 ofc
810.985.3214 fax

Memorandum

Date: July 28, 2021
To: Board of Commissioners
From: Sheriff Mat King/Undersheriff Jim Spadafore
REF: PalmScan and LiveScan replacements (fingerprinting machines)

Our current PalmScan and LiveScan machines, which are our fingerprinting machines, need to be replaced by 12/31/2021. There has been a CLEMIS software update and effective 12/31/21 that software will not be compatible with the old machines. We will need to replace three machines. We have one located in the jail booking area, one in the Sheriff's Office records office and one in the Fort Gratiot substation

We have partnered with St. Clair County IT to help guide with purchasing and install when machines arrive on sight.



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

July 13, 2021

Tracy DeCaussin
Jail Administrator
St. Clair County Sheriff's Office
1170 Michigan Road
Port Huron, MI 48060

Email: tdecaussin@stclaircounty.org
Tel: 810.987.1737

Reference No. IDMI-L071221-03

IDEMIA is pleased to provide St. Clair County Sheriff's Office with the following price quote for the IDEMIA LiveScan System equipped with the accepted State of Michigan-Oakland County/CLEMIS software and workflows.

IDEMIA's fully integrated LiveScan solution provides St. Clair County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan configurations include on-site installation, training, and 1 Year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1- 2. Table 1 shows Tenprint (Fingerprint)/Palmprint Capture. Table 2 shows Tenprint (Fingerprint) only capture.

Tenprint/Palmprint Capture - Table 1

Tenprint/Palmprint – Cabinet Adjustable Height**		Table 1. Pricing	Price source: SL-LAWENF
	Description	Unit Price	
TPE-5600-ED-TS TPE-CSTX-MI001 TPE-COMX-FTP-SSH TPE-CSTX-MIPALM TP-IAT-1DAY	IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ♦ Computer, Touch Screen Monitor, keyboard ♦ Ruggedized Cabinet – Adjustable Height ♦ Standard Michigan/Oakland-CLEMIS defined Workflows and profiles ♦ On-site Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$16,712	
5600-TPE-ED-M95	Annual Maintenance (to start after 1st year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,380	

Tenprint (Fingerprint) Capture - Table 2

Tenprint – Cabinet Fixed Height		Table 2. Pricing	Price source: SL-LAWENF	
	Description	Qty	Unit Price	Total
TPE-MTRD-ED-TS TPE-CSTX-MI001 TPE-COMX-FTP-SSH TP-IAT-CUSTOM	IDEMIA LiveScan System Cabinet FH Tenprint, including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint 500PPI Scanner ♦ Computer, Touch Screen Monitor, keyboard ♦ Ruggedized Cabinet – Fixed Height ♦ Standard Michigan/Oakland-CLEMIS defined Workflows and profiles ♦ On-site Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	3	\$7,950	\$23,850
TPE-MTRT-M95	Annual Maintenance (to start after 1st year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	3	\$1,599	\$4,797

Current shipping is 30+ days after receipt by IDEMIA of St. Clair County Sheriff's Office completed pre-installation documentation, or as otherwise scheduled.

**Current shipping of Adjustable Height Cabinet is 90+ days.

Options and Pricing

IDEMIA equipment options and pricing described in Table 3. Options Pricing

	Description	Unit Price
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	\$1,100
PRT- DUP- M95	Printer: Annual Maintenance (to start after the 1 st Year Warranty)	\$199

IDEMIA LiveScan System – Details

Table 4. Details

Item	Description
Michigan Enterprise Customization	♦ Supported TOT'S: CRMBLD=CAR, CRIMCOURT=CAR, MAP ♦ Transmission method: NATMS and NIST file output to local drive ♦ Return messages: NATMS Return Messages (if in use) ♦ Michigan Touch Print Enterprise customization (for Palm capture)
TPE-COMX-FTP-SSH	♦ Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP)--secure FTP Communication using SSH (Secure SHell)

Customer Responsibilities

St. Clair County Sheriff's Office is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ♦ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ♦ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ♦ Obtaining all required authorizations for connectivity.

NOTE: *St. Clair County Sheriff's Office is encouraged to contact Larry Adams, CLEMIS Application Support, Email: adamsl@oakgov.com for establishing connectivity to the Oakland County/CLEMIS server prior to purchasing an IDEMIA LiveScan System.*

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ♦ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ♦ An inter-agency agreement between St. Clair County Sheriff's Office and applicable receiving agencies will be in place.
- ♦ St. Clair County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the St. Clair County Sheriff's Office database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Pricing is based on **Event ID 004850**. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: November 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: noemi.islas@us.idemia.com | Office: (714) 238-2082

We look forward to working with you.

Sincerely,



Michael Hash

Vice President of Public Security, State & Local Government - IDEMIA

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, St. Clair County Sheriff's Office agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Email

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of

business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this

Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to

remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

FY 2022 Michigan Indigent Defense Commission (MIDC) Grant Contract

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo_	7/29/2021	Cover Memo
📎	St Clair County - FY 2022 Michigan Indigent Defense Commission (MIDC) Grant Contract	7/26/2021	Cover Memo



COUNTY OF ST. CLAIR

Office of the Public Defender



MEMORANDUM

To : Board of Commissioners, County Administrator Karry Hepting
From : Michael G. Boucher-Chief Public Defender
Re : Cost Analysis Approval- Michigan Indigent Defense Commission
Date : July 28, 2021

The Office of the St. Clair County Public Defender submitted its proposed FY 2022 Cost Analysis (Budget) in the amount of 3,093,471.65 to be considered at the May 06, 2021 Board of Commissioners Judiciary and Public Safety Committee for approval prior to submitting that plan to the Michigan Indigent Defense Commission (MIDC). That cost analysis/budget request primarily requested additional personnel.

A manning table is attached hereto, setting forth the changes to personnel.

The MIDC has approved one additional Senior Attorney Position set forth in the manning table as Note 1.

Said manning table (updated as of 4-15-21) reflects two vacant positions, however for clarification, the second 'vacant' position is not a new attorney position, but instead represents a vacancy for a position approved in the FY 21 budget. That vacancy was created when Randolph Martinek retired in early 2021. It has since been filled by Brian Thomas. (See Note 2).

The only other changes to personnel is the addition of three clerks (Level 1, Level 2, and Level 3) and a part time summer law clerk.

The Judiciary and Public Safety Committee approved the Cost Analysis by a vote of 7-0 and the matter proceeded to the Full Board of Commissioners meeting on 5-20-2021. Again, the Board unanimously approved the proposed budget.

Thereafter, the Cost Analysis was submitted to the MIDC for their review and consideration and at the June 2021 Meeting of the Commission, it was approved. (Approximately ½ of the proposed contracts were rejected)

As a State Agency, the MIDC is unable to execute the grant agreement/contract until the State of Michigan-Fiscal Year 2022 Budget is complete. That isn't expected to occur until September 2022. However, in light of our 'fast tracked' approval, combined with the fact that there were not substantial changes from the FY 2021 Budget, it is not anticipated that there would be any alterations to said agreement.

The Office of the Public Defender is requesting that the agreement be executed so that it may be returned to the MIDC in order to facilitate the expeditious receipt of grant monies once the MIDC is able to countersign the contract.

2022	230172 - Pub Defender		Salary & Wages	Longevity	Insurance Opt Out	Total	5182 Health Ins.	5182 Premium share	5231 Life Ins.	5248 Disability	5281 Retirement	5285 Retmnt HC
Full Time									60	0.0100	0.2700	0.0600
Michael Boucher	Public Defender	IV-M	135,505.00			135,505	8,355	(1,208)	60	1,355	-	-
Frederick Lepley	Chief Asst Pub Defender	III-LL	115,829.00			115,829	-	-	60	1,158	-	-
Patrick Politano	Senior Public Defender	II-MM	99,011.00			99,011	21,518	(3,624)	60	990	-	-
VACANT-NEW POSITION	Senior Public Defender	II-MM	88,021.00			88,021	17,203	(2,899)	60	880	-	-
Joseph Kanan	Senior Public Defender	II-MM	102,973.00			102,973	8,355	(1,208)	60	1,030	-	-
Donald Sheldon	Senior Public Defender	II-MM	99,011.00		1,100	100,111	-	-	60	1,001	-	-
Andrea Lacey-NEW	Senior Public Defender	II-MM	95,203.00			95,203	21,518	(3,624)	60	952	-	-
VACANT-NEW POSITION	Senior Public Defender	II-MM	99,011.00			99,011	21,518	(3,624)	60	990	-	-
Thomas Sarrine	Asst Public Defender	II-JJ	81,381.00			81,381	17,203	(2,899)	60	814	-	-
David Kelley	Asst Public Defender	II-JJ	78,251.00			78,251	-	-	60	783	-	-
Kelly Turner	Asst Public Defender	II-JJ	75,241.00		1,250	76,491	-	-	60	765	-	-
Meggan Delisi	Asst Public Defender	II-JJ	75,241.00			75,241	17,203	(2,899)	60	752	-	-
Jennifer Rutowski	Asst Public Defender	II-JJ	75,241.00			75,241	8,355	(1,208)	60	752	-	-
Frederick Bartolomei	Asst Public Defender	II-JJ	75,241.00			75,241	21,518	(3,624)	60	752	-	-
John Przeslawski	Asst Public Defender	II-JJ	78,251.00			78,251	17,203	(2,899)	60	783	-	-
Sandra Shankin	Admin Services/Comp Spec	III-C	54,978.00			54,978	17,203	(2,899)	60	550	-	-
Janel Salgado	Legal Clerk III	I-F	46,995.00			46,995	17,203	(2,899)	60	470	-	-
Mary Macker	Legal Clerk III	I-F	46,995.00		1,350	48,345	-	-	60	483	-	-
VACANT-NEW POSITION	Legal Clerk III	I-F	41,778.00			41,778	21,518	(3,624)	60	418	-	-
Gary Bowser	Legal Clerk II	I-E	40,171.00			40,171	8,355	(1,208)	60	402	-	-
VACANT	Legal Clerk II	I-E	37,140.00			37,140	21,518	(3,624)	60	371	-	-
Brettany Kensley	Legal Clerk I	I-D	40,171.00			40,171	8,355	(1,208)	60	402	-	-
VACANT-NEW POSITION	Legal Clerk I	I-D	34,338.00			34,338	21,518	(3,624)	60	343	-	-
						0				-	-	-
						0				-	-	-
						0				-	-	-
						0				-	-	-
						0				-	-	-
						0				-	-	-
Total Full Time						1,719,677	295,619	-48,802	1,380	17,197	0	0
Part Time		Annual Hrs	Hrly Rate	Wages								
			0.00	0		0						
Jason Eveningred	Custodian I (I-AA)	1456	13.56	19,738.85		19,739						
***I-AA** (\$13.12 for 1.5 pays & \$13.65 for 24.5 pays)				0.00		0						
				0.00		0						
VACANT	Law Clerk/Casual-Temporar	280	23.644	6,620.32		6,620						
				0.00		0						
				0.00		0						
						0						
						0						
Total Part-Time						26,359						
Total				0	0	1,746,036	295,619	-48,802	1,380	17,197	0	0
							5182	5182	5231	5248	5281	5285

Updated 4/15/2021



5290	5330	5347	5363	5380	
457	Empl. FICA	Empl. Medicare	Unempl.	Workers Comp.	Totals
0.0800	0.062	0.0145	0.0008	0.0060	
10,840	8,401	1,965	108	813	166,195
9,266	7,181	1,680	93	695	135,962
7,921	6,139	1,436	79	594	134,124
7,042	5,457	1,276	70	528	117,639
8,238	6,384	1,493	82	618	128,025
8,009	6,207	1,452	80	601	117,520
7,616	5,903	1,380	76	571	129,656
7,921	6,139	1,436	79	594	134,124
6,510	5,046	1,180	65	488	109,848
6,260	4,852	1,135	63	470	91,872
6,119	4,742	1,109	61	459	89,807
6,019	4,665	1,091	60	451	102,644
6,019	4,665	1,091	60	451	95,487
6,019	4,665	1,091	60	451	106,234
6,260	4,852	1,135	63	470	106,176
4,398	3,409	797	44	330	78,870
3,760	2,914	681	38	282	69,503
3,868	2,997	701	39	290	56,783
3,342	2,590	606	33	251	66,972
3,214	2,491	582	32	241	54,340
2,971	2,303	539	30	223	61,530
3,214	2,491	582	32	241	54,340
2,747	2,129	498	27	206	58,243
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
137,574	106,620	24,935	1,376	10,318	2,265,894
	-	-	-	-	-
	1,224	286	16	118	21,383
	-	-	-	-	-
	-	-	-	-	-
	410	96	5	40	7,172
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	1,634	382	21	158	28,555
137,574	108,254	25,318	1,397	10,476	2,294,449
5290	5330	5347	5363	5380	

**Est 5% inc in Health Ins for 2022

check bene after hired on 2/22/21

Diane to c	20493	21517.65	-3451	-3623.55
WR	16384	17203.2	-2761	-2899.05
	7957	8354.85	-1150	-1207.5

check bene after 3/1/21

Arraignment Attys being contracted out

1. Senior Attorney Position Approved by MIDC in 2021 Plan
2. Senior Attorney Position Vacated by Departure of R. Martinek
Now Filled by Brian Thomas

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
St. Clair County

GRANTEE/ADDRESS:

Name: Karry Hepting
Title: County Administrator
Address: 302 Michigan Street, 2nd Floor Port Huron, MI 48606
Phone: (810) 985-6374

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2021 to 09/30/2022

TOTAL AUTHORIZED BUDGET: \$3,093,513.32

State Grant Contribution:	\$2,350,681.03
Local Share Contribution:	\$742,832.29

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048270

GRANT

This is Grant # 2022-19 between the Michigan Indigent Defense Commission (Grantor), and St. Clair County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 29, 2020, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$2,350,681.03 (Two Million Three Hundred Fifty Thousand Six Hundred Eighty One and 03/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2021 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2022

25% disbursement – April 15, 2022

25% disbursement – July 15, 2022 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/21–12/31/21 – January 31, 2022

2nd FSR and compliance report for 1/1/22-3/31/22 – April 30, 2022

3rd FSR and compliance report for 4/1/22-6/30/22 – July 31, 2022

Final FSR and compliance report for 7/1/22-9/30/22 – October 31, 2022

1.5 Monitoring and Reporting Program Performance

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by , the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,

Date:

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

,

Date:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

Representative: ,

Date:

Funding Unit: St. Clair County

GRANT NO. 2022-19

FY 2022 RTA-2022 - Raise the Age - 2022 Grant Application

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 RTA Letter to BOC	7/29/2021	Cover Memo

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

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

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

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

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: July 29, 2021
RE: **FY 2022 RTA-2022 - Raise the Age - 2022**

The 31st Circuit Court Family Division is respectfully requesting that the Board of Commissioners approve the application for the **FY 2022 RTA-2022 - Raise the Age - 2022** grant submission through the Michigan Department of Health and Human Services.

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

- 17 year-olds who are eligible for Child Care Fund programming – These costs will be reimbursed 100% through the Child Care Fund reimbursement process. This guidance hasn't been finalized and we will be addressing this matter when the Court submits the Child Care Fund to the Board for final approval.
- 17 year-olds who are NOT eligible for CCF programming and other judicial related expenses – These costs will be reimbursed 100% through a grant program; this is what we are asking the Board to approve. The Court submitted preliminary projections for state approval and we were awarded \$242,552. The next step is to submit a budget through E-grants for final state approval; I am unsure how long this process will take.

Below is what the Court will plan to ask for based upon the numbers that were submitted to the State. It is important to note that the actual expenses may change as the approval process moves forward. The expenses will not exceed \$242,552.

Raise the Age - Non CCF Expenses

<u>Item</u>	<u>Cost</u>
Mileage	\$1,650
Travel	\$660
Supplies	\$3,300
Professional Services	\$6,270
Court Appointed Attorney	\$38,750
Community Service Worker	\$43,141
Traditional Probation Officer	\$86,281
Programming/Counseling	\$50,000
Psych Evaluations	\$12,500
	<u>\$242,552</u>

We are respectfully requesting that the Board of Commissioners approved the \$242,552 grant submission to MDHHS. It should be noted that there are no matching funds required for this grant. Please feel free to contact me if you have any questions or would like additional information.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Michael McMillan", is positioned above the printed name.

Michael McMillan
Court Administrator
(810) 985-2181