



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**

July 1, 2021 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Agreement for Law Enforcement Services - Memphis Community Schools
 - B. FY 2021 Edward Byrne Memorial Justice Assistance Grant Program 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.

Agreement for Law Enforcement Services - Memphis Community Schools

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📄	Memo- Memphis Community Schools contract	6/23/2021	Cover Memo
📄	Memphis Community Schools 2021-2023	6/23/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director and Jim Spadafore, Undersheriff

Date: June 23, 2021

Re: Sheriff Contract for police services with Memphis Community Schools

Attached is a two-year contract between the St. Clair County Sheriff's Office and Memphis Community Schools for a School Resource Officer.

The contract period is for July 1, 2021 through June 30, 2023. The total amount of the contract over the two year period is \$146,935.26. This cost covers 65% of one deputy and operating expenses. The other 35% of the deputy is covered by the DTF fund.

We are requesting approval of the contract at the July 15, 2021 Board of Commissioner's meeting.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

**ST. CLAIR COUNTY SHERIFF AND
MEMPHIS COMMUNITY SCHOOLS**

THIS AGREEMENT made and entered into on this day of 2021, by and between the **COUNTY OF ST. CLAIR** through its Board of Commissioners and the Sheriff of the County, hereinafter referred to as the “**COUNTY**”, and **MEMPHIS COMMUNITY SCHOOLS**, hereinafter referred to as the “**SCHOOL**”.

WHEREAS, the county does provide police protection to the students of the School, and provides enforcement of State and local laws, regulations and ordinances generally under the direction of the St. Clair County Sheriff’s Department, and

WHEREAS, the School desires to provide its students specific police protection in addition to that generally provided by 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 protection for the purpose of enforcement of all State and local laws
2. The law enforcement services to be provided by the county shall consist of furnishing one deputy for 8 hours a day for 180 days or 1,440 hours annually. The financial breakdown and any supplemental law enforcement service to be provided requiring additional time or service shall be specified in Exhibit “A” of this agreement
3. The administration, assignment, discipline, and enforcement of performance standards of the assigned deputy shall be the sole responsibility of the County. If upon review by the School, the assigned deputy is not compatible with the needs the School, the Sheriff shall be notified and will cooperate with the School to rectify the situation. The County is responsible for payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employee providing the service and will hold the school harmless from such claims.

4. 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.
5. The County shall hold the School 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.
6. The School shall have the right of inspection of all 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 law enforcement agency in the course of 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.
7. **The terms of this Agreement shall be from July 1, 2021 to June 30, 2023.**

The School agrees to pay for such law enforcement service the sum of 34,794.93 beginning July 1, 2021 thru December 31, 2021, to be paid in one lump sum before December 31, 2021.

The School agrees to pay for such law enforcement service the sum of \$73,467.63 beginning January 1, 2022 through December 31, 2022, to be paid in one lump sum by July 31, 2022.

The School agrees to pay for such law enforcement service the sum of \$38,672.70 beginning January 1, 2023 through June 30, 2023, to be paid in one lump sum by July 31, 2023.

Payment of the annual installment shall be made before July 31 of that year. The St. Clair County Controller will provide information to the School as reasonably requested to substantiate the cost factors in determining the aforesated amounts.

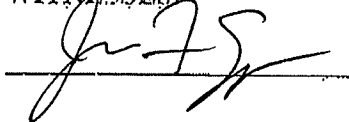
8. The School shall have the right to renew the contract for an additional term TBD provided that:

- i. The School expresses its intent to renew in writing sixty days prior to the expiration of this agreement. Said notice is to be sent to the St. Clair County Board of Commissioners.
- ii. The County is agreeable to the renewal
- iii. Rates for the new agreement can be agreed upon between the parties.
- iv. The School may terminate this agreement with a written six month notice or March 1st, whichever is earliest.


9. Any controversy or claim arising out of or relating to this agreement or breach thereof, shall be settled by arbitration in accordance with the Rules of American Arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. This agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement and it may be amended or modified only in writing signed by the parties.

WITNESSES:



MEMPHIS COMMUNITY SCHOOLS

By: 
Brad Gudme, Superintendent

By: _____
School District Board

ST. CLAIR COUNTY BOARD OF COMMISSIONERS:

By: _____
Kary Hepting, Administrator/Controller

ST. CLAIR COUNTY SHERIFF

By: 
Mat King, Sheriff



Exhibit A - 1/3

Memphis Community Schools-School Resource Officer Contract Proposal

	<u>2021-2022</u>	<u>2022-2023</u>
<u>Personnel Costs</u>	3 Year	4 Year
Wages (per attached wage schedule)	\$ 57,355	\$ 64,391
Fringe Benefits (per attached fringe worksheet)	41,316	46,047
Total Wages & Fringe Benefits	<u>98,671</u>	<u>110,438</u>
65% of wages and benefits	64,136	71,785
<u>Administrative Costs</u>		
Uniforms	778	778
Total Administrative Costs	<u>778</u>	<u>778</u>
65% of Administrative Costs	506	506
<u>Operations & Maintenance</u>		
Vehicle	1,800	1,800
Vehicle Insurance	536	563
Employee Liability insurance	1,604	1,684
Gas and Maintenance	1,008	1,008
Total Operations & Maintenance	<u>4,948</u>	<u>5,055</u>
Total Costs	<u>\$ 69,590</u>	<u>\$ 77,345</u>

Footnotes

- * Any overtime will be billed at 1 1/2 times the hourly rate of a Step V deputy.
- Assuming 180 days/year (approximately 65%)
- Remainder of year 100 days will be paid by St. Clair County (approximately 35%)
- The school is to provide the officer with an office, desk, computer, access to copier, fax & telephone, if applicable
- Vacation time is included in the gross salary amount
- Wages increase 2% per year per union contract
- No backup costs (clerical, costs of another deputy to help in emergencies)
- Uniform cost is 50% of cost of uniform replacement or maintenance for uniform for 1 deputy.
- Cost of vehicle is the cost of the salvage value of a used vehicle for the Sheriff's Department.
- Insurance costs are for liability of one employee and insurance premium for one vehicle split 50/50 with the County

Exhibit A - 2/3

2021-2023 POLICE SERVICE CONTRACT COSTS WAGE SCALE

STEP	2021-2022		2022-2023	
	1/1/22-12/31/22		1/1/23-12/31/23	
	Rate	Annual	Rate	Annual
Entry	20.98	43,645.82	21.40	44,518.74
I	23.10	48,041.51	23.56	49,002.34
II	25.42	52,879.37	25.93	53,936.96
III	27.57	57,355.17	28.13	58,502.27
IV	30.35	63,128.35	30.96	64,390.92
V	33.41	69,486.24	34.07	70,875.96

- Amounts taken from Union Contract
- Estimated following years data based on a 2% increase

Exhibit A - 3/3

**Breakdown of Police Contract Charges
Memphis Community Schools
July 1, 2021 - June 30, 2023**

GAS

Average price per gallon of gas (Jan-Apr 2021)	2.00	
Assuming 10 miles per gallon	10	Flat Line
Miles driven per day	<u>28</u>	
Miles per gallon	2.80	
price X miles per gallon	5.60	
Days per year	<u>180</u>	
Fuel Charge	<u>\$ 1,008.00</u>	

Note: On average the miles driven to and from the School are 28 miles.
14 miles to and 14 miles from the School.

FY 2021 Edward Byrne Memorial Justice Assistance Grant Program Application

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo JAG Grant App 2021	6/23/2021	Cover Memo
📎	JAG Grant Application	6/23/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

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

Date: June 23, 2021

Re: FY 2021 Edward Byrne Memorial Justice Assistance Grant Program Application

The St. Clair County Sheriff's Office is eligible to apply for the FY 2021 Edward Byrne Memorial Justice Assistance Grant that was recently made available through the Bureau of Justice Assistance.

This grant has been awarded annually to St. Clair County in the past. The amount that St. Clair County has received in prior years ranged from \$11,000 to \$26,000 for new equipment for the department.

The Sheriff's Office plans on using these funds to purchase drones for Emergency Search and Rescue. They intend to increase emergency search capacity with the use of aerial flir (forward looking infrared) capabilities. Emergency situations include lost elderly loved ones, and dangerous fleeing suspects, amongst others important needs. The Sheriff's Office currently does not have a search and rescue infrared capable drone platform.

The amount that St. Clair County is eligible to apply for is \$17,093 and is all Federal Funds with no local match money required.

We recommended approving the application at the July 15, 2021 Board of Commissioners meeting.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: St. Clair, County of		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 38-6006420	* c. Organizational DUNS: 0698236150000	
d. Address:		
* Street1: 200 Grand River Avenue	_____	
Street2:	_____	
* City: Port Huron	_____	
County/Parish:	_____	
* State: MI: Michigan	_____	
Province:	_____	
* Country: USA: UNITED STATES	_____	
* Zip / Postal Code: 48060-4018	_____	
e. Organizational Unit:		
Department Name: St. Clair County	Division Name: Sheriff	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: Marsha	
Middle Name: _____	_____	
* Last Name: Adamkiewicz	_____	
Suffix: _____	_____	
Title: Staff Accountant		
Organizational Affiliation: St. Clair County		
* Telephone Number: 810-989-6301	Fax Number: _____	
* Email: madamkiewicz@stclaircounty.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2021-35004

* Title:

BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2021-00149-PROD

Title:

Category 1 - Applicants with eligible allocation amounts of less than \$25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Road Patrol Drone Project - Emergency Search and Rescue

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 80px;" type="text" value="MI-10"/>	* b. Program/Project <input style="width: 80px;" type="text" value="MI-a11"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="10/01/2021"/>	* b. End Date: <input style="width: 80px;" type="text" value="09/30/2022"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 100px;" type="text" value="17,093.00"/>
* b. Applicant	<input style="width: 100px;" type="text" value="0.00"/>
* c. State	<input style="width: 100px;" type="text" value="0.00"/>
* d. Local	<input style="width: 100px;" type="text" value="0.00"/>
* e. Other	<input style="width: 100px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 100px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 100px;" type="text" value="17,093.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Marsha"/>
Middle Name: <input style="width: 200px;" type="text"/>	
* Last Name: <input style="width: 250px;" type="text" value="Adamkiewicz"/>	
Suffix: <input style="width: 100px;" type="text"/>	
* Title: <input style="width: 250px;" type="text" value="Staff Accountant"/>	
* Telephone Number: <input style="width: 150px;" type="text" value="810-989-6301"/>	Fax Number: <input style="width: 150px;" type="text"/>
* Email: <input style="width: 250px;" type="text" value="madamkiewicz@stclaircounty.org"/>	
* Signature of Authorized Representative: <input style="width: 150px;" type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input style="width: 150px;" type="text" value="Completed by Grants.gov upon submission."/>