



NANCY M. BLOUNT  
CHIEF JUDGE

State of Michigan  
**36th District Court**  
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Detroit, Michigan 48226

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**LOCAL ADMINISTRATIVE ORDER 2017-03**

**STATE OF MICHIGAN  
36<sup>TH</sup> DISTRICT COURT**

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**SUBJECT: ESTABLISHMENT OF STREET OUTREACH COURT DETROIT**

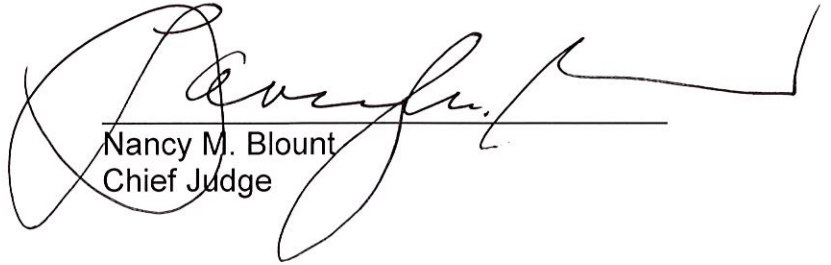
The purpose of this Order is to formally establish Street Outreach Court Detroit (SOCD) in the Traffic/Criminal Division of the 36th District Court.

**IT IS ORDERED THAT:**

1. The Court shall enter into a Memorandum of Understanding with the Wayne County Executive's Office, Wayne County Prosecutor's Office, City of Detroit Law Department, Wayne County Sheriff's Office, City of Detroit Municipal Parking Department, Detroit Action Commonwealth, Street Democracy, Capuchin Soup Kitchen, St. Leo's Soup Kitchen, Southwest Economic Solutions, Neighborhood Legal Services, and Volunteers of America Michigan. The Memorandum of Understanding describes the role of each party. (Attachment A)
2. The Court shall establish criteria for participation in SOCD. (Attachment B)
3. The Court shall establish Standard Operating Procedures. (Attachment C)
4. A written referral from a participating service agency must be submitted to the Court's Probation Department for pre-admission screening for all potential participants.
5. The Probation Department shall review and recommend participation in SOCD to the Court in accordance with the criteria in Attachment B.
6. The Court shall not admit any participant in SOCD without a written recommendation from the Probation Department.

7. All participants must sign a voluntary written consent in order to be accepted into SOCD.
8. The SOCD and assigned Court staff may operate at the offsite location, the Capuchin Soup Kitchen, 1264 Meldrum, Detroit, MI 48207.
9. The SOCD may conduct court proceedings via video conferencing.
10. The Court shall maintain case files in compliance with the Michigan Case File Management Standards.

Dated: 11-13-2017

  
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Nancy M. Blount  
Chief Judge

Date Approved by SCAO: 11/15/17

## MEMORANDUM OF UNDERSTANDING

### Section 1. Introduction.

This Memorandum of Understanding is entered into between 36<sup>th</sup> District Court, hereafter to as the "Court", the County of Wayne, Michigan, a body corporate and Charter county, acting through the Wayne County Prosecutor's Office, hereafter referred to as "WCPO" and the Wayne County Sheriff's Office, hereafter referred to as "WCSO", City of Detroit Law Department, hereafter referred to as "Law Department", City of Detroit Municipal Parking Department, hereafter referred to as "MPD", Detroit Action Commonwealth, Street Democracy, Capuchin Soup Kitchen, Neighborhood Legal Services of Michigan, St. Leo's Soup Kitchen, Southwest Economic Solutions, and Volunteers of America Michigan, in order to document the roles and responsibilities of each agency as members of Street Outreach Court Detroit, hereafter referred to as "SOCD". This Memorandum supersedes any prior memoranda relating to SOCD.

### Section 2. Mission Statement.

The mission is to provide community support to individuals whose state of homelessness is contributing to unlawful conduct. The objective of SOCD is to offer individuals an opportunity to resolve outstanding criminal and civil infraction cases. Community programs are offered and are aimed at helping individuals secure housing and financial means to sustain themselves. Successful completion and participation in community programs may result in the reduction of fines and costs and/or a dismissal of the case(s).

### Section 3. Obligations and Responsibilities.

Each party to this Memorandum agrees to perform the obligations and responsibilities delineated in this Section.

#### A. It is agreed that the 36th District Court will:

- i. Designate Judges and clerical staff necessary for the performance of its obligations and responsibilities under this Memorandum;
- ii. Designate staff to screen individuals for eligibility in SOCD when submitted by Providers and identified by defense counsel;
- iii. Authorize designated SOCD Judge to recall or reinstate warrants as previously ordered by any 36th District Court Judge;
- iv. Designate and authorize staff to review JIS (including the driving record), criminal records system(s), and/or related records systems to determine eligibility for SOCD;
- v. Designate Judges and staff to attend scheduled SOCD Hearings;
- vi. Designate Judges to waive only the local portion (currently \$15) of the SOS clearance fee; and



- vii. Designate staff to make all entries from the Judgment of Sentence forms into JIS.

**B. It is agreed that the Wayne County Prosecutor's Office:**

- i. Will have its assigned traffic and ordinance assistant prosecuting attorney ("APA"), or proxy thereof, discuss with defense counsel the application for relief, the applicant's criminal history, the prosecutor's consent or objection to admission into SOCD, and the disposition and offers for all eligible cases under the jurisdiction of the WCPO at either a regularly scheduled proceeding in the case's assigned courtroom or when the APA is available during normal docket coverage;
- ii. May, at its option, designate an APA, or proxy thereof, to attend a monthly Readiness Conference and offer opinion on the sufficiency of progress toward the applicants' action plans and consent or object to their applications for relief, rely on the probation department or court's position, or submit its position by email or any other written means, electronic or otherwise; and
- iii. May, at its option, designate an APA, or proxy thereof, to attend a monthly Hearing to place on the record the prosecutor's offers and consent or objection to relief, rely on the probation department or court's position, or submit its position by email or any other written means, electronic or otherwise,
- iv. Provided that any WCPO obligations under this Memorandum shall not require an APA's time outside of their normal work hours or presence at a location outside the courthouse at any time, and
- v. Provided that WCPO receive email notice of all Readiness Conferences and Hearings and of all operational meetings and minutes therefrom.

**C. It is agreed that the City of Detroit Law Department will:**

- i. Designate a prosecuting attorney, or proxy thereof, to discuss with defense counsel the application for relief, the applicant's criminal history, the prosecutor's consent or objection to admission into SOCD, and the disposition and offers for all eligible cases under the jurisdiction of the City Law Department;
- ii. Designate a prosecuting attorney, or proxy thereof, to attend a monthly Readiness Conference and offer opinion on the sufficiency of progress toward the applicants' action plans and consent or objection to their applications for relief; and
- iii. Designate a prosecuting attorney, or proxy thereof, to attend a monthly Hearing to place on the record the prosecutor's offers and consent or objection to relief.

**D. It is agreed that the City of Detroit Municipal Parking Department will:**

- i. Designate staff to research and prepare parking settlement agreements for participants approved for relief at Readiness Conference;
- ii. Permit staff to attend a monthly Hearing to place on the record the terms of any parking settlement agreements; and
- iii. Authorize staff to enter the court-approved settlement agreements into the MPD records system(s) and/or related records systems and transfer those records to the Court.

**E. It is agreed that Capuchin Soup Kitchen will:**

- i. Serve as a Provider; and
- ii. Provide and maintain facilities in a manner sufficient to meet the proper decorum for the Court to hold Hearings.

**F. It is agreed that Wayne County Sheriff's Office will:**

- i. Provide Reserve Deputy Sheriff(s) to attend each Hearing for the purpose of inspecting the Capuchin-furnished facilities, screening the public upon entrance, and ensuring the safety of court personnel; and
- ii. Permit Reserve Deputy Sheriff(s) to perform the duties of a Court Officer of the Court at each Hearing.

**G. It is agreed that Detroit Action Commonwealth will:**

- i. Provide or coordinate outreach to the homeless or at-risk of homelessness population as to the availability of social services and legal relief in SOCD; and
- ii. Conduct SOCD meetings.

**H. It is agreed that Street Democracy will:**

- i. Provide or coordinate the attendance of defense counsel at all SOCD sessions;
- ii. Provide and maintain, after consultation and approval of the Court and prosecuting attorneys, a calendar of all SOCD sessions;
- iii. Collect and maintain a list of applicants referred by the Providers for SOCD relief, provided such a list solicits the information necessary for the research of the applicant and for determination of their eligibility for relief;
- iv. Prepare and submit to the Court for research those applications it deems sufficient to merit SOCD relief;
- v. Provide defense counsel to discuss with prosecutors the sufficiency of an application for relief, the applicant's criminal history, each prosecutor's consent or objection to admission into SOCD, and the disposition and offers for all eligible cases;



- vi. Provide to or coordinate legal counsel for admitted applicants, including reviewing all cases, and for program participants, verification of programs accomplishments, negotiations for disposition with the prosecuting agencies, and representation and presentation of proofs at Readiness Conferences and Hearings;
- vii. Collect and maintain data regarding program participation, case management metrics, and longer term effect of relief on the housing and socioeconomic conditions of applicants awarded relief;
- viii. Notify WCPO of all Readiness Conferences and Hearings; and
- ix. Send notice of all operational meetings and minutes therefrom to all Authorized Representatives or their designees to all parties to this Memorandum.

**I. It is agreed that the Providers will:**

- i. Provide or arrange for the provision of comprehensive services to homeless or at-risk of homelessness populations in a non-discriminatory manner and in accordance with all applicable laws;
- ii. Screen and refer applicants pursuant to the established eligibility criteria;
- iii. Provide defense counsel and the Court with candid assessments of an applicant's progress and accomplishments and verification of participation in or completion of services or action plan items or with any additional information requested by the Court, prosecuting attorneys, and/or defense attorneys; and
- iv. Conduct exit/follow-up interviews of applicants awarded relief to assist Street Democracy in the collection of data regarding the longer term housing and socioeconomic conditions of past SOCD participants.

**J. It is agreed that each party of this Memorandum will:**

- i. Designate a lead staff member to answer questions pertaining to this Memorandum and the party's performance of duties hereunder, and disseminate information within their respective agencies;
- ii. Meet with the parties on an monthly basis to resolve issues or discuss ideas related to the administration and operation of SOCD;
- iii. Not require participants to waive any protections afforded by due process, other than the right to a speedy trial, as it is necessary for docketing of cases pursuant to the established guidelines, and as such applicants shall have meaningful time for review of their cases and issues prior to disposition and may, at any time, opt out of SOCD and return to the Court's regular docket;
- iv. Comply with state and federal laws and regulations with respect to maintaining the confidentiality of information shared under this Memorandum and any unauthorized release or use of confidential information acquired

under this Memorandum shall be reported to all other parties immediately upon discovery;

- v. Refrain from use of any information shared under this Memorandum in a current or subsequent prosecution or proceeding against an applicant;
- vi. Recognize the voluntary efforts of homeless applicants to improve their lives and move from the streets toward self-sufficiency and credit those efforts in program activities when determining case disposition and sentencing;
- vii. Deem completion of appropriate treatment or services to the satisfaction of the Court and prosecuting attorneys as sufficient to merit dismissal or closing with improvement of cases, waiver of any court costs and warrant fees, waiver of the local portion of the driver's license fees, entry of parking settlement agreements, and submissions of an updated abstracts;
- viii. Include, in a timely manner, and acknowledge all participating agencies in all media or promotional related requests, events, and publications including but not limited to: press releases; interviews; published material; news; trainings; presentations; and educational material upon approval by the Chief Judge;
- ix. Perform its obligations and responsibilities at its own expense; and
- x. Consent to the addition of service providers to the homeless who meet the established criteria for new providers, are approved unanimously by the signatories of this Memorandum, and agree in writing to be bound by the terms and conditions of this Memorandum, such writing to be affixed to this Memorandum.

#### **Section 4. Relationship of the Parties/ Liability**

Each party is acting in an independent capacity and not as an officer, employee, or agent of the other parties. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Memorandum.

Each party to this Contract agrees to be responsible for the claims and liabilities arising out of its own conduct and the conduct of its officer, employees and agents. Each party shall bear its own costs and expenses (including attorney fees and expenses) incurred in connection with this Contract. If liability, loss or damage to non-parties arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Memorandum, the liability, loss, or damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees.

#### **Section 5. Term; Withdrawal; Termination.**

This Memorandum is effective on date of full execution and renews each year upon mutual agreement of the parties or in the absence of objection of the Court or a prosecuting agency.



Any party, other than the Court, the prosecuting agency and defense agency, may withdraw from participation in SOCD without adverse effect to the continued operation of this Memorandum as to the remaining parties. The withdrawing party shall continue to be bound to the terms of this Memorandum with respect to any act or claim arising during its participation in SOCD and to any provisions governing or related to the confidentiality of information.

The Court or a prosecuting agency may terminate this Memorandum by written notice to all the parties. All activities related to the referral, processing, and admission of applicants into SOCD shall cease immediately upon receipt of notice of termination. All remaining activities, namely those related to the evaluation and disposition of the applications for relief of admitted applicants, shall cease immediately upon the complete dispositions of all such applications.

**Section 6. Fiscal Terms.**

This Memorandum does not involve an exchange of funds.

**Section 7. Insurance.**

Each party must maintain, at its expense, insurance or self-insurance, for professional liability, workers compensation, comprehensive automobile liability, and comprehensive general liability sufficient to protect the public, the parties, and all parties at interest.

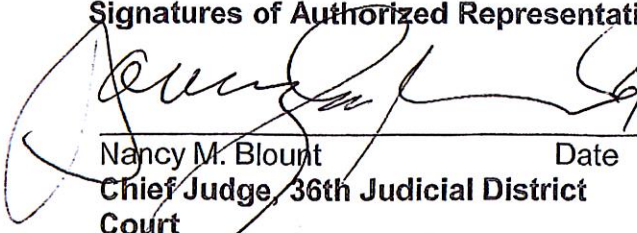
**Section 8. Amendment.**

Upon mutual consent of all parties, this Memorandum is subject to further negotiation and revision as required to support the needs of SOCD. Any changes shall be in writing and signed by all parties or their duly appointed representatives who are authorized to act on their behalf.

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SIGNATURE PAGE TO FOLLOW]**




**Signatures of Authorized Representatives:**

  
Nancy M. Blount  
Chief Judge, 36th Judicial District  
Court

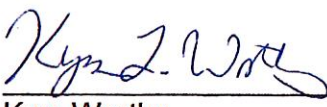
Date

  
Warren Evans  
County Executive

Date

  
Melvin Butch Hollowell  
Corporation Counsel, City of Detroit

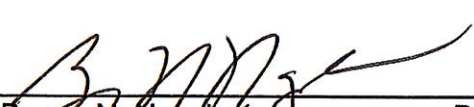
Date

  
Kym Worthy  
Prosecutor, Wayne County

Date

  
Norman White  
Director, Detroit Municipal Parking  
Dept


Date

  
Benny M. Napoleon  
Sheriff, Wayne County

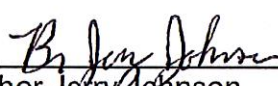
Date

  
Clark Washington  
Detroit Action Commonwealth

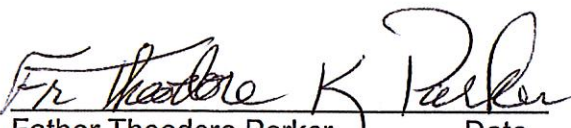
Date

  
Jayesh Patel  
Street Democracy

Date

  
Brother Jerry Johnson  
Capuchin Soup Kitchen

Date

  
Father Theodore Parker  
St. Charles Lwanga - St. Leo Site

Date

  
Leonard Sanchez  
Neighborhood Legal Services

Date

  
Hector Hernandez  
Southwest Economic Solutions

Date

  
Sharon Dade  
Volunteers of America Michigan

Date

## STREET OUTREACH COURT DETROIT (SOCD) CRITERIA

SOCD has jurisdiction over any traffic/criminal case in which the 36<sup>th</sup> District or the Municipal Parking Department has jurisdiction excluding felonies and those offenses listed in Section II.

### I. Eligibility

- Applicant must be homeless as defined by federal guidelines;
  - A homeless individual is “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.”
  - A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation.
  - An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members.
  - Previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return.
- Applicant is eligible for relief regardless of the status of any matter, unless applicant has an outstanding felony warrant, or a status which would make him/her ineligible (see Section II).
- Applicant is an Honorably Discharged Military Veteran who has been deemed ineligible for Veterans Treatment Court.

### II. Ineligibility

- A driving offense involving any level of controlled substance;
- A driving offense involving any level of blood alcohol content;
- Any felony;
- Any assaultive offense (including domestic violence or stalking) or sex offense;
- Any offense punishable by more than 93 days in jail;
- Honorably Discharged Military Veterans should be referred to Veterans Treatment Court for eligibility.



36<sup>TH</sup> DISTRICT COURT  
STANDARD OPERATING PROCEDURES  
(STREET OUTREACH COURT DETROIT)

**PURPOSE:** To outline the steps for processing Street Outreach Court Detroit ("SOCD") participants through completion who have demonstrated sincere and sustained efforts to end their homelessness.

**Step 1 - Authority**

SOCD operates under the authority of the applicable Local Administrative Order.

**Step 2 - Referrals**

Referrals of Applicants for SOCD to a participating provider can be made by, but are not limited to the Court, Municipal Parking Department, Defense Counsel, Prosecuting Authority, or the litigant to determine if the applicant is homeless as defined in Attachment B.

**Step 3 - Initial Eligibility Screening**

Providers shall perform initial eligibility screening of each applicant's efforts to address the root causes of their homelessness over a period of no less than 30 days.

Providers will then submit the application to Street Democracy. The application must include:

- Referral/Application Date

- Name of Applicant

- Contact information

- Any known criminal history and source (i.e. self-reported, public search)

- The Action Plan for addressing the root causes of the applicant's homelessness, along with the applicant's progress

- The length of time the applicant has been making efforts toward addressing these causes

Street Democracy shall review the submitted information to assess appropriateness for SOCD and prepare an Agency File for **only** those applicants that meet the initial criteria for SOCD. Street Democracy will maintain applications of rejected applicants for a maximum of (6) six months. All of Street Democracy's work product shall be shared solely for the purposes of obtaining settlement offers. Street Democracy's files shall contain a Background Request Form that will be submitted to the Probation Department.

Street Democracy staff will accompany any defendant to the Walk-In Docket or the Judge of Record (JOR) in order for any offense(s) to be addressed which would make the applicant ineligible for SOCD.

**Step 4 - Background Check**

The Probation Department shall complete two (2) background checks. The first will occur prior to entry into SOCD; the second will occur no more than 30 days prior to completion during the Pre-Readiness Conference stage.

The background check will be completed by running a LEIN, whereby they will check for outstanding warrants, criminal history record (CHR), and driving record (SOS). The Probation Department will also run a query in JIS for each background check request submitted by Street Democracy. Each background check must include:

- The name in the file, including Alias Names, likely misspellings and errors
- Driver's license number or State Identification number if applicable.

All information will be submitted in a Written Report to the Court and must include in addition to the above:

- Any outstanding 36<sup>th</sup> District case numbers and charges
- Status of the Case
- Outstanding dollar amount owed for each case/ticket
- Number of hours participant must complete in the 36th District Court's Work Program in lieu of paying outstanding costs and fines, unless deemed unable to complete due to physical limitations and in accordance with an Operational Order

The Probation Department will assist the SOCD Participant in their completion of Work Force hours and submit written Compliance/Non-Compliance Reports to Street Democracy and the SOCD Judge.

The LEIN/SOS will immediately be destroyed by the Probation Department and will not be forwarded to any outside parties including the Court.

**Step 5 - Eligibility Review and Acceptance into SOCD**

Prosecutors and Street Democracy will review the SOCD files at least once a month and accept, amend, or reject each application, highlighting any ineligible offenses, disqualified applicants, any Non-Compliance with the Action Plan, and marking the File coversheet accordingly. Recommendations of the prosecuting authority and defense counsel of acceptance and amendments will be presented to the SOCD Judge for final determination regarding acceptance into SOCD.

The SOCD Judge's clerk will, set aside any bench warrants (if applicable), reassign the matter to the SOCD Judge, and adjourn the matter to the next available SOCD Hearing Date at least 60 days from the date of application for any eligible/accepted applicant.

Recommendations of the prosecuting authority and defense counsel of rejected applicants will not be presented to the SOCD Judge, unless they do not agree. In those instances, these applicants will be presented to the SOCD Judge for final determination regarding acceptance into SOCD.



For every applicant deemed ineligible by Probation, the SOCD Judge's clerk will make an appropriate notation in the ROA of any open matters and schedule those open matters for the appropriate court proceeding before the JOR.

#### **Step 6 - Completion of Action Plan**

Street Democracy and the Provider will assist the SOCD Participant in their completion of the Action Plan and will gather evidence thereof for later presentation to the SOCD Judge.

#### **Step 7 - Pre-Readiness Conference Background Check**

Street Democracy will provide the Probation Department with the Background Request Form to perform a second background check for any SOCD Participants scheduled for an upcoming Readiness Conference.

Discovery of any new offenses by the Probation Department will be included in the Written Report to the SOCD Judge, as well as the JOR. The Courtroom Clerk of the JOR will schedule the next proceeding date before the JOR on any new offenses. The SOCD Judge will adjourn the Readiness Conference until the new offense has been resolved by the JOR.

#### **Step 8 - Readiness Conference**

At the Readiness Conference, Street Democracy and the Provider will present evidence of the SOCD Participant's progress on their Action Plan, findings from review of the second background check and Work Force. Prosecutors shall provide their assessment and recommendation for graduation, extension, or removal. The SOCD Judge shall make the final determination of sufficiency of progress. The SOCD Judge's Clerk shall make the appropriate entries into the JIS.

#### **Step 9 - Hearings**

Hearings will be conducted in a manner consistent with the Court Rules and protocols as established by the Michigan Supreme Court and held on the record, said record to include:

- (A) Appearances by all parties;
- (B) Non-Appearances of all parties;
- (C) Administration of oaths to all litigants and witnesses;
- (D) Judge's statement of all cases and charges;
- (E) Presentation of evidence demonstrating the participant's compliance with his/her Action Plan;
- (F) Objections by Prosecuting Authority and Representative of MPD, if any;
- (G) Judge's findings of law and fact; and
- (H) Entry of Judgments and Orders

#### **Step 10 – Entry of Judgments**

The Court Clerk will enter the Judgment of Sentence and/or Amended Order into the JIS, the day after the SOCD Hearing.