



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, October 8, 2025

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2429](#) Approval of Meeting Minutes - September 17, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1231](#) Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs

VII. NEW BUSINESS

1. [RES-2025-2296](#) Approval of an agreement between Genesee County and Legal Services of Eastern Michigan, in the amount of \$140,000.00, to provide pre-petition and post-adjudication ancillary legal services involved in child welfare cases; the term of this agreement is from October 1, 2025 through September 30, 2026; the cost of this agreement is budgeted and will be paid from 2915-662.00-801.004

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2. [RES-2025-2300](#) Approval of an agreement between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of \$296,500.00, to provide legal representation for indigent mothers who are involved with the Court in child protective proceedings; the term of this agreement is October 1, 2025-September 30, 2026; the cost of this will be paid from accounts 1010-662.00-818.003 (\$293,500.00) and 2915-662.00-801.004(\$3,000.00)
 3. [RES-2025-2308](#) Approval of an agreement between Genesee County and Child Advocacy Team, in an amount not to exceed \$724,824.00, to provide legal counsel for minor children in child protective proceedings; the cost of this agreement will be paid from the accounts listed
 4. [RES-2025-2312](#) Approval of a contract extension between Genesee County and Cole Williams, LLC, in an amount not to exceed \$55,000.00, for a period commencing October 1, 2025-September 30, 2026 for the Parent Support Network which conducts parent sessions for juvenile system-involved families
 5. [RES-2025-2341](#) Approval of a contract extension between Genesee County and Paul Scott & Associates, PLLC, in the amount of \$304,000.00, to provide legal representation for indigent fathers who are involved in child protective proceedings, the term of this extension is from October 1, 2025 - September 30, 2026; the cost of this extension will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004
 6. [RES-2025-2390](#) Approval of an agreement between Genesee County and Dr. Larry Kage, D.O., in an amount not to exceed \$55,000.00, to provide physician services at Genesee County's Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 20, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028
 7. [RES-2025-2394](#) Approval of the Genesee County Volunteer Days Policy
 8. [RES-2025-2397](#) Approval of Agreement with Sentinel Offender Services, LLC, for Tether and Monitoring Services
 9. [RES-2025-2406](#) Approval of a contract extension with Peckham Vocational Industries, Inc., whereby Peckham will provide vocational rehabilitation services for youth in the Career Academy and Career Academy Plus program, and for youth placed into Juvenile Justice Center residential program for a two-month term commencing October 1, 2025 through November 28, 2025, in an amount not to exceed \$106,666.67, to be paid from account 2920-663.07-801.000
 10. [RES-2025-2419](#) Approval of the Annual Evaluation of Direct Reports Policy
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11. [RES-2025-2433](#) Approval of a blanket purchase order for FY 25/26 to Bob Barker Co. for the purchase of clothing, hygiene and housing supplies for the Juvenile Justice Center

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2429

Agenda Date: 10/8/2025

Agenda #:

Approval of Meeting Minutes - September 17, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, September 17, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium
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I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:10 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Charles Winfrey, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-2329](#) Approval of Meeting Minutes – September 3, 2025

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-622](#) Michigan Association of Counties - Opioid Settlement Discussion - Amy Dolinky

VI. OLD BUSINESS

1. [RES-2025-2144](#) Approval of a request to create the Opioid Settlement Steering Team Committee

RESULT: WITHDRAWN

MOVER: Delrico J. Loyd

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

2. [RES-2025-2171](#) Approval of Policy for Drafting Resolutions Requested by County Commissioners

RESULT: WITHDRAWN

MOVER: Delrico J. Loyd

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

3. [RES-2025-2225](#) Approval of a proposed amendment to Genesee County's Appointment Policy regarding application process for Commissioners

RESULT: WITHDRAWN

MOVER: Delrico J. Loyd

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

VII. NEW BUSINESS

1. [RES-2025-1261](#) Approval of a grant award from the State of Michigan to provide for the 2025 Remonumentation efforts by Genesee County's Surveyor; the budget for this grant is attached

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

2. [RES-2025-2195](#) Approval of an agreement between Genesee County and Rite of Passage, Inc., in an amount not to exceed \$630,000.00, to provide Day Treatment programming and an Evening Learning Center program at the Genesee County Juvenile Justice Center; the cost of this agreement will be paid from account 2920-663.07-801.001

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Commissioner Winfrey,
Commissioner Flewelling and Commissioner Loyd

Nay: Vice Chair Shumaker

3. [RES-2025-2196](#) Approval of a contract between Genesee County and Mt. Morris Consolidated Schools, in the amount of \$266,785.00, to provide for two (2) School Resource Officers; revenue from this contract will be deposited into account 2855-308.09-674.029
- RESULT:** REFERRED
- MOVER:** Brian K. Flewelling
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
4. [RES-2025-2212](#) Approval of a grant award from the Office of Highway Safety Planning, in the amount of \$650,786.00, for the purpose of funding the Genesee County Secondary Road Patrol; a copy of the budget is attached
- RESULT:** REFERRED
- MOVER:** Brian K. Flewelling
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
5. [RES-2025-2235](#) Approval of an agreement between Genesee County and Meridian Land Surveying, in an amount not to exceed \$43,250.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
6. [RES-2025-2237](#) Approval of an agreement between Genesee County and Davis Land Surveying & Engineering, Inc., in an amount not to exceed \$8,650.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
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7. [RES-2025-2238](#) Approval of an agreement between Genesee County and Fenton Land Surveying, in an amount not to exceed \$8,650.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
8. [RES-2025-2239](#) Approval of an agreement between Genesee County and Fleis & Vandenbrink, Inc., in an amount not to exceed \$31,140.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
9. [RES-2025-2240](#) Approval of a contract between Genesee County and Lake Fenton Community Schools, in the amount of \$124,973.00, to provide one (1) School Resource Officer; the term of this agreement is October 1, 2025 through June 12, 2026; revenue from this contract will be deposited into account 2855-308.05-674.029
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
10. [RES-2025-2242](#) Approval of a contract between Genesee County and Hurley Medical Center, in the amount of \$747,111.00, to provide Police Services; the term of this agreement is October 1, 2025 through September 30, 2026; revenue from this contract will be deposited into account 2862-315.00-674.029
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

11. [RES-2025-2243](#) Approval of a contract between Genesee County, Atlas Twp and the Goodrich School Board, in the amount of \$1,074,465.00, to provide for police services including School Resource Officers; the term of this agreement is October 1, 2025 through September 30, 2026; revenue from this contract will be deposited into accounts 2853-315.00-622.010/2855-308.07-674.029

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

12. [RES-2025-2288](#) Approval of an agreement between Genesee County and Philip H. Beauvais, III, PC., in an amount not to exceed \$156,000.00, for the coordination and delivery of weekday arraignments, misdemeanors, and other legal services for the term of October 1, 2025 – September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

13. [RES-2025-2290](#) Approval of an agreement between Genesee County and Kevin L. Rush, in an amount not to exceed \$56,000.00, for the coordination and delivery of weekend arraignment services for the term of October 1, 2025 – September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

14. [RES-2025-2302](#) Approval to accept a grant award from the Michigan State Police Auto Theft Prevention Authority (ATPA), in the amount of \$1,827,797.00 with a match of \$1,151,512.00, for the grant period of October 1, 2025 through September 30, 2026 for fiscal year 2025-2026
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
15. [RES-2025-2303](#) Approval of an agreement between Genesee County and Genesee Health Services, in the amount of \$478,886.00, for the purpose of providing police services including two Certified Police Sergeants and one Police Deputy to serve GHS and respond to mental health crisis throughout Genesee County; the term of this agreement is October 1, 2025 through September 30, 2026
- RESULT:** REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:38 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1231

Agenda Date: 10/8/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Todd Witthuhn, Deputy Director HR/LR

RE: Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs

BOARD ACTION REQUESTED:

Approval to enter into a contract with Savi

BACKGROUND:

Savi is a vendor recommended by NACO which helps to identify and apply for student loan repayment and forgiveness programs. Savi is available for all Genesee County residents, Genesee County employees and their immediate family members to receive loan repayment assistance.

DISCUSSION:

Savi is available for all Genesee County residents, Genesee County employees and their immediate family members to receive loan repayment assistance. Savi will be available for Genesee County Union members following signing letters of agreement from each of their respective unions.

IMPACT ON HUMAN RESOURCES:

Human Resources is responsible for administering any contract details with Savi, promoting the program and answering employees' questions.

IMPACT ON BUDGET:

The cost of Savi Essential is 180,000 Annually to be paid from account 1010-202.00-801.004. A budget amendment is attached for the costs for the remainder of the fiscal year.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Genesee County makes efforts to offer inclusive and financially stable solutions, that fosters a

healthy and growth minded community. Savi includes all Genesee County residents, helps create financial stability, enrich the health, and grows the community in which we work and live.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Human Resources and Labor Relations to authorize entering into a contract between Genesee County and with Savi Solutions PBC ("SAVI"), whereby SAVI will provide student loan repayment and forgiveness programs services to Genesee County residents and Genesee County employees and their immediate families, for a one-year term at a total cost not to exceed \$180,000 to be paid from account 1010-202.00-801.004, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



This “**Agreement**” is between Savi Solutions PBC, a public benefits corporation (referred to herein as “**Savi**”) and the entity identified below as the Referrer. Referrer is interested in referring its county residents, employees and their immediate family members (“**Users**”) to the Savi Platform (as defined below). Savi will provide you the following benefits under the following terms to facilitate you making the Savi Platform available to your Users (as defined below), and the additional terms and conditions attached to this Agreement as an exhibit are incorporated into and made a part of this Agreement by reference.

SAVI DETAILS	
“Savi Platform” Description	The Savi Platform offered by Savi is a unique tool to help student loan borrowers better understand their debt, optimize their repayment options, and enroll in the best plan for their financial needs. Referrer may offer the Savi Platform as a powerful student loan benefit, including our optimization tools, full enrollment and monitoring features, and ongoing access to student loan experts and support. The Savi Platform can complement other student loan benefits, and can easily integrate into a broader financial wellness program. When using the Savi Platform a User may choose between a DIY account (i.e., a free account) or one of a variety of premium services (i.e., an account with a fee that provides services not available from a DIY account. The “DIY” account will provide access to the Savi Platform’s optimization tools, student loan education content, and a student loan refinance marketplace that is made available without charge to all users of the Savi Platform. Authorized “Users” under this Agreement are any of Referrer’s county residents, employees and immediate family members of those employees, in each case who have taken all the steps required to open an account on the Savi Platform using the co-branded domain.
“Referrer” Name	Genesee County Michigan
“Start Date”	7/1/2025
“End Date”	7/1/2026
Term	1 Year. The parties agree that the Agreement shall auto-renew at the end of the then-current term, and annually thereafter on the anniversary such date, in each case for a one-year period, unless Referrer notifies Savi at least 30 days in advance of such renewal that it desires the Agreement to expire at the end of the then-current term, or Savi otherwise terminates the agreement.
Implementation – Co-branded Microsite	Co-Branded Domain: SAVI shall create a Referrer microsite at the domain “ geneseecountymi.bysavi.com ” and provide to Referrer SAVI’s standard promotional materials that will be co-branded by SAVI and may be used by Referrer in its reasonable discretion to distribute to potential Users.
Implementation – General & Marketing	In order to support successful distribution of the Savi micro-site and materials, Savi will also provide: ● On-going account management services to continue to support the account, troubleshoot any problems, and assist in implementation. ● Employer Dashboard Access



	● Pre-filled and tracked Employer Certification Forms On behalf of the Client, Savi will be responsible for tracking and answering all Public Service Loan Forgiveness (PSLF) and related applications requests or questions, and Client will refer all such requests to Savi. The parties shall cooperate to develop and implement a marketing and communications strategy for potential Users using materials prepared by SAVI and approved by Referrer to promote the Savi Platform to potential Users in the month or two following the availability of the microsite(s). SAVI may refer your potential Users to the Referrer microsite using a targeted online campaign, such as through the LinkedIn platform. After such implementation, such materials may be used by Referrer to promote the benefits of the Savi Platform to new potential Users.
Per User Fee for Services	Referrer elects to receive the following services (above and beyond the free version of the Savi Platform available to all User) selected below through the Savi Platform on behalf of those of its Users who elect to register for the same (the following services, the “Premium Services”): ☒ Student Loan Premium Guidance (Savi Essential) ☐ Student Loan Employer Contribution ☐ SECURE ACT 2.0 Student Loan Retirement Matching ☐ Tuition Reimbursement Users will create an account and may elect to enroll in one or more of the Premium Services selected above through the Referrer microsite provided by Savi. User account shall be for the calendar year in which such account was opened. Such accounts shall not terminate as a result of the expiration or termination of this Agreement if this Agreement is terminated mid-calendar year. A Savi account is non-transferable and may only be used by only one User. SAVI retains the right to change or increase the fee for Premium Services after the first year of this Agreement by providing Referrer at least 60 days advance notice. Referrer may elect to cease offering one or more Premium Services at any time by providing 30 days advance notice to SAVI.
Annual Fees	To offer Savi Premium Guidance (Savi Essential) at no additional charge to the User, Referrer agrees to pay SAVI \$180,000.
Billing	Annual Fees shall be paid by the Referrer (excluding fees payable by Users) after receipt of an invoice from SAVI following the signing of the Agreement, which Referrer agrees to pay within 30 days of receipt.
Dashboard	SAVI shall provide Referrer a reasonable number of credentials upon request to access a “dashboard” to the Savi Platform at which Referrer may access aggregated data and reports relating to Users’ participation in and benefits received from the Savi Platform.



By signing below, SAVI and the Referrer identified above agree to the terms set forth above, which constitutes the "Agreement" between the parties.

REFERRER

SAVI

By:

Title:

Date:

By: Katie Mogul

Title: Chief of Staff

Date:

ADDITIONAL TERMS AND CONDITIONS EXHIBIT

a. **Limited Licenses.** Referrer grants to SAVI a non-transferable (except as provided herein), non-exclusive, royalty-free right to reproduce and display the Referrer's name, logos, trademarks, trade names and other similar identifying material (the "Marks") solely on the approved microsite and marketing materials in accordance with Referrer's established usage policies and procedures it may elect to provide to SAVI from time to time. All use of Marks by SAVI shall inure solely to the benefit of Referrer. SAVI grants to Referrer a non-transferable (except as provided herein), non-exclusive, royalty-free right to use the "dashboard" of the Savi Platform solely for its internal business purposes. Referrer acknowledges that each User who registers to use the Savi Platform shall be obligated to agree to a terms of service (TOS), including a privacy policy, applicable to use of the Savi Platform, which TOS may be updated from time to time as provided therein, and that SAVI is not entitled to share data regarding particular Users to Referrer under such privacy policies. Referrer shall not attempt to reverse engineer any aggregated data provided through the "dashboard" to discern information about any particular User. Referrer acknowledges that the User's data is personal and confidential to each User to whom such data relates. In the event SAVI permits Referrer to have demonstration account access to the Savi Platform, SAVI grants Referrer a limited, personal, nonexclusive, non-transferrable, non-assignable license to use the Savi Platform to promote access and use of the Savi Platform by its Users only during the term of this Agreement. Referrer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Savi Platform in any way other than demonstrations to potential Users; (ii) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law, rule or regulation ("Law")) or create derivative works based upon Referrer's access to or usage of the Savi Platform; (iii) rent, share, lease or otherwise transfer rights to any aspect of the Savi Platform to any third party; or (iv) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Savi Platform. Each party reserves all rights to its intellectual property except for the limited licenses granted hereunder.

b. **Savi Platform Security.** SAVI will collect, host and store (as applicable) the data in the Savi Platform using a third-party hosting provider that operates its hosting facility employing industry standard security. SAVI will provide the Savi Platform using commercially-reasonable physical and environmental security measures to prevent unauthorized access to, and otherwise physically and electronically protect, User Data. SAVI stores all data in, and will provide the Savi Platform from services located in, the United States. Upon becoming aware of (i) any unlawful access to any data stored on the Savi Platform, or (ii) unauthorized access to facilities or equipment resulting in loss, disclosure or alteration of any data in SAVI's possession, or (iii) any actual loss of or suspected threats to the security of data (collectively "Security Incident"), SAVI will comply with all laws applicable to such data breach, including where required: (x) promptly notifying the affected Users of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of SAVI); and (y) investigate or perform required assistance in the investigation of the Security Incident and provide Users with information about the Security Incident.

c. **Limits on Use of Savi Platform.** Referrer shall not, nor attempt to, access any application programming interface to the Savi Platform, even if credentials made available to Referrer permit such access, unless SAVI agrees to such access in a writing signed by an authorized representative of SAVI. Referrer shall not during the term of this Agreement, or for a two-year period thereafter, create or have created software or tools that are intended to replicate or otherwise approximate the benefits provided by the Savi Platform.

d. **Suspension.** Short of terminating the Agreement, SAVI reserves the right to suspend User access to the Savi Platform if an immediate restriction or suspension is necessary to protect the Savi Platform, SAVI's or its supplier's network or SAVI's ability to provide the Savi Platform to its other customers (e.g., a denial of service attack). SAVI shall promptly restore access when the reason for such suspension is resolved.

e. **No Infringement.** SAVI represents to Referrer that SAVI, to its knowledge, either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to grant the licenses granted by SAVI under this Agreement.

f. **MUTUAL LIMITATIONS AND DISCLAIMERS.** NEITHER PARTY (NOR IN THE CASE OF SAVI ANY OF ITS SUPPLIERS OR LICENSORS) SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY OR OTHER RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS ARISING OUT OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID OR PAYABLE HEREUNDER IN THE ONE YEAR PERIOD BEFORE SUCH CLAIM AROSE, IN EITHER CASE WHETHER UNDER THEORY OF CONTRACT OR TORT OR OTHER THEORY OF RECOVERY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SAVI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE SAVI PLATFORM PROVIDES ADVICE WITH RESPECT TO OPTIONS REGARDING STUDENT LOANS AND REFERRER ACKNOWLEDGES THAT AS BETWEEN SAVI AND A USER, IT IS THE USER'S SOLE RESPONSIBILITY TO EVALUATE THE USEFULNESS, ACCURACY AND COMPLETENESS OF SUCH ADVICE AND TO ACT (OR NOT ACT) UPON IT.

g. **Miscellaneous.** This Agreement constitutes the entire agreement between SAVI and Referrer with respect to the subject matter hereof and supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of SAVI and Referrer. There are no intended third-party beneficiaries of this Agreement. SAVI will be able to describe Referrer publicly as a partner for promotional purposes. This Agreement may be assigned and the licenses transferred to an acquirer of assets or a successor by merger. This Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of law provisions thereof. All disputes shall be resolved by binding arbitration in accordance with the commercial arbitration rules (the "Rules") of the American Arbitration Association. Such arbitration shall be held in the State of Michigan and shall utilize a single arbitrator selected by the AAA in accordance with the Rules. Each party shall bear one-half of the costs of the arbitration. Judgment upon the award rendered by the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction thereof. Nothing in this Section shall preclude either party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party (collectively, "Force Majeure"). If there is any such delay, then the periods for completion of the obligations of the party(ies) affected by such event shall be automatically extended by an equitable period of time based on the duration and effect of such Force Majeure. SAVI may receive and sign or otherwise execute purchase orders or similar documents from Referrer after the execution of this Agreement, and the parties agree that the sole purpose of such documents is for Referrer's internal payment processes and that such execution by SAVI does not constitute an acceptance of any of the terms or conditions of such document. Referrer further represents, warrants and agrees that (i) such documents are solely for compliance with its internal purchasing policies, (i) such document is not intended to and shall not add any new terms or conditions or supersede any conflicting terms and conditions in this Agreement, and (iii) Referrer shall not assert any terms or conditions contained in such documents against SAVI.

DESCRIPTION: Amend the budget to fund Savi Contract

GL #	Description	Increase/(Decrease)
1010-202.00-801.004	SERVICE CONTRACTS GENERAL	45,000.00

APPROVED BY: _____

DESCRIPTION: Amend the budget to fund Savi Contract

GL #	Description	Increase/(Decrease)
1010-202.00-801.004	SERVICE CONTRACTS GENERAL	45,000.00

APPROVED BY: _____



Genesee County's Student Debt Solution

State of Student Debt: Genesee County, MI

119,459

Student Loan Borrowers in Genesee County

\$37,010

Average Student Loan
Balance Per Michigan
Borrower

13,600

Borrowers are in SAVE
forbearance and will
need to find a new plan

27.7%

Of Michigan
Borrowers are
Delinquent



Over 42 million Americans collectively hold \$1.7 trillion in student debt, and 63% struggle to make their monthly payments. This challenge is just as real in Michigan, where the average borrower owes \$37,010. That means these 119,459 have nearly \$4.5 billion in student debt.

Savi is here to support Genesee County residents. Our platform helps borrowers understand their repayment and forgiveness options, resulting in an average monthly payment reduction of \$2,244 a year.

The Savi Solution

Savi currently provides its solution to County employees across Michigan, helping them find over \$40 million in forgiveness. On average, each employee who has used Savi has identified \$42,000 in forgiveness.

Genesee County and Savi would bring this same solution to all county residents. Savi's users see an average savings of \$2,244. If Savi is able to reach all 119,459 Genesee County residents with student loans, this would be an extra \$268,065,996 in their pockets each year.



The Savi Impact



\$2,244

Average annual
payment reduction¹



\$40k

Forgiven in total
on average¹



\$5B

In total projected
forgiveness²

savi Case Study



Metric	Value
Citizens visited the site to understand their debt	6,000
Total debt managed	\$47,245,928
Average projected savings per user	\$1,692/year
Total annual savings to citizens	\$4,326,444
Projected loan forgiveness identified	\$27,169,222

Charlie Cavell, Commissioner, Oakland County, MI

"This is a great way to make a community thrive. If our people have an extra two, three, \$400 in their pocket every month ... that's paying for diapers, rent, the light bill. That's why I ran for office — to give people an easier go of it. This is one real way to do that."

Dave Coulter, Oakland County Executive

"Oakland County is committed to providing meaningful financial relief to our residents. This partnership with Savi will make a real difference in reducing the student debt burden and enhancing the economic well-being of our community."

Patrice, Oakland County Resident

"Very rarely are things that sound too good to be true really are. SAVI, however, has been an exception ... My niece's student loan went from \$345 per month down to \$14 per month. Game. Changer."

\$1,680

average projected savings per
year per resident

\$42,880

average projected amount of
student debt forgiven



Education Benefit Solutions

Smart Solutions for Student Loans and Beyond

A Financial Strain:

Student debt affects workers across every industry, role, and income level—with over 46 million Americans carrying loans and an **average balance of \$37,000**. From recent grads to seasoned professionals, borrowers are navigating a complex and ever-changing system of repayment plans, servicers, and policies.

Borrowers Are Looking for Help.

Today's workforce expects financial wellness benefits that make a real difference. Savi partners with employers to address employees' evolving financial needs with a full suite of education benefits—from student loan guidance and employer contributions to SECURE 2.0 retirement matching and tuition reimbursement. Our platform enables **streamlined support** for employees at **every stage of their financial journey**.

OUR SOLUTIONS

STUDENT LOAN GUIDANCE

Self-serve tools and premium services to help employees navigate repayment and forgiveness options. Employers can offer premium access as a voluntary or subsidized benefit.

EMPLOYER CONTRIBUTION

Flexible support for various plan designs—monthly contributions, milestone rewards, and targeted programs—with streamlined delivery and tracking.

SECURE 2.0 RETIREMENT MATCH SUPPORT

Easily track and certify loan payments for compliant retirement matching—minimizing manual effort, ensuring accuracy, and boosting efficiency.

TUITION REIMBURSEMENT

Savi supports tuition reimbursement programs, helping you invest in employees' ongoing education and career growth with less administrative lift.



Student Loan Guidance

Savi helps employees take control of their student loans with a comprehensive strategy focused on monthly savings and maximizing forgiveness where possible.

APPLICATION PROGRESS... 83%

Estimated Payment: \$106/mo
\$338 less than current plan

Forgiveness Eligible

1 ESTIMATE

- ✓ FAMILY
- ✓ INCOME
- ✓ EMPLOYMENT
- ✓ EDUCATION
- ✓ LOANS

MISCELLANEOUS

2 SELECT

3 ENROLL

★★★ FORGIVENESS ELIGIBLE PLAN ⓘ

PAYE ⓘ
Pay As You Earn income-based repayment plan

CONTINUE

\$106 ★ Monthly Payment \$116 less/mo	\$2,185 ★ Total Payment \$24,458 less	1yr 8mo ★ Until Repayment 8yr 4mo less	\$19,808 Loan Forgiveness Forgiveness eligible
--	--	---	---

- ➔ **Student Loan Dashboard:** A simple, secure dashboard that displays all federal and private student loans in one place.
- ➔ **Eligibility Assessment:** An interactive tool that evaluates potential eligibility for federal or state repayment and forgiveness programs.
- ➔ **Repayment Calculator:** Easily explore how income-driven repayment plans could reduce monthly payments and maximize long-term savings.
- ➔ **Ongoing Education & Communication:** Timely emails guide users through the process, offer policy updates, and invite them to expert-led webinars.
- ➔ **Support When It's Needed:** Access to support via phone, email, and chat for help navigating the platform and answering student loan questions.

Premium Guidance

Individualized Support

Employees receive one-on-one guidance from Savi's student loan experts to navigate complex repayment and forgiveness options.

Digitized Applications

Savi streamlines and submits paperwork for federal income-driven repayment plans and Public Service Loan Forgiveness (PSLF), reducing workload and error risk.

Comprehensive Review

A full evaluation of each borrower's student loan situation to identify the most effective strategies for repayment and long-term savings.

What Borrowers & Partners are Saying About Savi

BORROWERS



Lori H.

"Blessed"

"They didn't help, they did it all. They guided me every step of the way. They were phenomenal. And when I felt like giving up, because it's was such a long process they encouraged me to keep going."



Deborah T.

"Terrific"

"Completely helped relieve my stress level and figured out a great plan for me. I appreciate that all my questions were answered promptly and Ryan was very helpful."



Steve K.

"Fantastic"

"Both the website's interface, and the prompt, friendly responses from the knowledgeable folks I interacted with via the chat feature turned a confusing and nerve-wracking process into a significantly easier one... plus I'm looking to have the entirety of my loans canceled to boot!"

PARTNERS



University of Kentucky

Richard Amos, Chief Benefits Officer

"It was a no-brainer, really. We saw the need to do this-everyone saw the possibilities, so we didn't have to do a lot of persuading. Savi has been very responsive and very proactive to work with."



Boston Medical Center

Kerry Ryan, Benefits Director

"Savi understands the Public Service Loan Forgiveness program and how it works at our institution. This one-on-one advice really helps people make that decision to move forward. People are excited about the program and encourage their colleagues to sign up."



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2296

Agenda Date: 10/15/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of \$140,000.00, to provide pre-petition and post-adjudication ancillary legal services involved in child welfare cases; the term of this agreement is from October 1, 2025 through September 30, 2026; the cost of this agreement is budgeted and will be paid from 2915-662.00-801.004

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of \$140,000, to provide pre-petition and post-adjudication ancillary legal services involved in child welfare cases; the term of this agreement is from October 1, 2025 through September 30, 2026; the cost of this agreement is budgeted and will be paid from 2915-662.00-801.004.

BACKGROUND:

The Court was awarded the Child & Parent Legal Representation Grant for FY 2025-26. The present request is an extension to the contract, reflected in Res # 2024-1346, with Legal Services of Eastern Michigan to provide such services consistent with the grant award.

DISCUSSION:

Legal Services of Eastern Michigan will provide pre-petition and post-petition ancillary services for indigent parents who are at-risk of becoming involved in child protective proceedings, or post-adjudication ancillary legal services that could expedite the resolution of their case. Legal services may be provided in areas such as family law, fair housing, governmental benefits, education, employment, probate, or civil/individual rights.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The grant was included in the FY 2025-26 budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request furthers the county's priorities of enhancing community growth by allowing for necessary legal services to be provided to families in need of assistance and resources to avoid children entering the child welfare system.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Legal Services of Eastern (LSEM), whereby LSEM will provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$140,000 to be paid from account 2915-662.00-801.004, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Agreement
with Legal Services of Eastern Michigan

This Extension is between Legal Services of Eastern Michigan (“LSEM”) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), acting through the 7th Judicial Circuit Court, Family Division (the Contractor and the County together, the “Parties”), as an Extension to the underlying agreement entered into between the Parties, reflected in Resolution # 2024-1346, for the FLAG (Family Legal Assistance Group) Program.

WHEREAS, the Parties executed a contract, effective October 1, 2024 – September 30, 2025 (the “Agreement”), pursuant to which the Contractor would perform pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases; and

WHEREAS, the Parties wish to extend the contract for an additional year, as contemplated and specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$140,000, for the extension period. This amount is an agreed-upon modification to Paragraph 3 of the underlying Agreement.
2. The remaining terms of the Agreement remain unchanged and in full effect.

Legal Services of Eastern Michigan

COUNTY OF GENESEE

By: _____
Jill Nylander
Executive Director

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Legal Services of Eastern Michigan, a Michigan 501(c)(3) non-profit agency, whose principal place of business is located at 436 S. Saginaw St., Suite 101, Flint, MI 48502** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$150,000.00.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

7.1 **Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

- 14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the

Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

LEGAL SERVICES OF EASTERN
MICHIGAN

By: 
Jill Nylander
Executive Director

Date: 12/16/24

COUNTY OF GENESEE

By: James Abery
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of the Services

The program seeks to overcome these legal obstacles by providing families with the assistance of an attorney and a social worker. The services should include legal representation in combination with social work services including assessment, case management and resource brokering to achieve the mission of the program.

Services can be provided to caretakers who are at risk of becoming involved in child protective proceedings or who are already respondents or non-respondents in child protective proceedings before the Court's Family Division. The scope of services for the representation of parents includes, but is not necessarily limited to, the following issues:

- Landlord Tenant
- Custody matters in a domestic relations case
- Guardianship
- Housing
- Immigration
- Driver License Restoration
- Social Security Disability
- Divorce
- Domestic Violence
- Substance Abuse
- Supplemental Support Services
- Public Benefits

The program must work closely and cooperatively with the primary referral sources: the Genesee County Michigan Department of Health and Human Services and the Genesee County 7th Judicial Circuit Court – Family Division. The program must accept two types of cases referred to as Prevention Cases or Permanency Cases. Prevention Cases involve children who have come to the attention of Child Protective Services, but the department has not filed a petition with the court or removed the children from the parents' care. Permanency Cases involve children in foster care and ancillary legal impediments have become a barrier to achieving permanency. In both cases the goal of the program is to prevent the unnecessary entry and prolonged stay of children in foster care.

Signature: 
James Avery (Dec 19, 2024 05:43 EST)

Email: javery@geneseecountymi.gov

FY25 LSEM FLAG Program

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjEzoRb2OxKPrSaT-dU1u-7VhsrfW731x

"FY25 LSEM FLAG Program" History

 Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:37:34 PM GMT

 Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:38:04 PM GMT

 Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:39:10 PM GMT

 Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:43:53 AM GMT

 Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:43:55 AM GMT - Time Source: server

 Agreement completed.
2024-12-19 - 10:43:55 AM GMT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Legal Services Of Eastern Michigan 436 S. Saginaw Street Flint, MI 48502	INSURER A : Underwriters at Lloyd's London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Legal Profes			2434171034	09/01/2024	09/01/2025	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Title RFP 22-300

CERTIFICATE HOLDER

CANCELLATION

Genesee County 1101 Beach St Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Laurie S. Celanovi</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security First Insurance Agency P.O. Box 321070 Flint MI 48532		CONTACT NAME: Teresa Lipe PHONE (A/C, No, Ext): (810) 732-5800 E-MAIL: TLipe@teamsfi.net ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 10677
INSURED Legal Services of Eastern Michigan, Inc. 436 S. Saginaw Street Flint MI 48502				

COVERAGES**CERTIFICATE NUMBER:** CL24121794512**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EPP 0305799	01/24/2025	01/24/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP 0305799	01/24/2025	01/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Named As Additional Insured Designated Person or Organization - Form CG2026 04 13

Automatic Additional Insured - State Or Governmental Agency - Form GA227

Primary and Non-Contributory - Form GA227

Blanket Waiver of Subrogation - Form GA227

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 1101 Beach St Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2300

Agenda Date: 10/15/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of \$296,500.00, to provide legal representation for indigent mothers who are involved with the Court in child protective proceedings; the term of the extension is October 1, 2025-September 30, 2026; the cost of this contract extension will be paid from accounts 1010-662.00-818.003 (\$293,500.00) and 2915-662.00-801.004(\$3,000.00)

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of \$296,500.00, to provide legal representation for indigent mothers who are involved with the Court in child protective proceedings; the term of the extension is October 1, 2025 - September 30, 2026; the cost of this contract extension will be paid from accounts 1010-662.00-818.003 (\$293,500.00) and 2915-662.00-801.004 (\$3,000.00).

BACKGROUND:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings. The parties entered into an underlying agreement for such services, reflected in Res # 2024-1291. The present request is an extension to the underlying agreement.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings. The scope of work for legal services for indigent mothers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in the scope of work. The Family Division docket includes the family dependency specialty court, and the scope of work includes providing legal representation for indigent mothers in the specialty court.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The total cost of the contract extension is \$295,000.00 and will be paid from accounts 1010-662.00-818.003 (\$293,500.00) and 2915-662.00-801.004 (\$3,000.00).

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request furthers the county's priorities of enhancing community growth by allowing for legal services to be provided to indigent mothers in child protective proceedings.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Attorneys for Indigent Defense, PLLC ("AID"), whereby AID will provide legal representation for mothers involved in child protective proceedings for the period commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$296,500 to be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Contract
with Attorneys for Indigent Defense, PLLC

This Extension is between Attorneys for Indigent Defense, PLLC and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as an extension to the underlying agreement entered into between the parties, reflected in Resolution # 2024-1291.

WHEREAS, the Parties executed a professional services contract effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would perform legal services for indigent mothers who are involved in child protective proceedings; and

WHEREAS, the Parties wish extend the contract for an additional year, as specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$296,500.00, for the extension period.
2. The remaining terms of the agreement remain unchanged and in full effect.

Attorneys for Indigent Defense, PLLC

COUNTY OF GENESEE

By: _____
I'Lanta Robbins
Managing Attorney

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Attorneys for Indigent Defense, PLLC, a Michigan Professional Limited Liability Company whose principal place of business is located at 720 Church Street, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of \$293,500.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding training. The total amount paid to the Contractor shall not exceed \$3,000. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage.

Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business,

or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 _____ per occurrence and a \$2,000,000 _____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members,

employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
 - b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

ATTORNEYS FOR INDIGENT DEFENSE, PLLC COUNTY OF GENESEE

By: I'Lanta Robbins
I'Lanta Robbins
Managing Attorney

Date: 12/09/2024

By: James Avery
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of the Services

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings.

There are four (4) judges and two (2) full-time referees in the Family Division. The scope of work for legal services for indigent mothers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in the scope of work.

The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent mothers in this specialty court.

The court will review scheduling to minimize conflicts between referee hearings and trials with the judges.

One attorney will be assigned to each of the Family Division judges, and I'Lanta Robbins will act as the managing attorney.

Advance approval from the Court is required for any other attorney to provide legal services for indigent mothers under this contract.

Signature: 
James Avery (Dec 19, 2024 05:49 EST)

Email: javery@geneseecountymi.gov

FY25 AID

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARIW7Mk78RCUP7FnYNZqOeQH0TUXUqe3o

"FY25 AID" History

-  Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:14:21 PM GMT
-  Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:16:40 PM GMT
-  Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:17:34 PM GMT
-  Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:49:19 AM GMT
-  Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:49:21 AM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 10:49:21 AM GMT



ATTOFOR-01

RODE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Potter & Roose Ins. Flint P.O. Box 3008 Flint, MI 48502	(810) 767-8590	CONTACT NAME: Deb Rothgeb PHONE (A/C, No, Ext): 810-767-8590 FAX (A/C, No): 810-767-0567 E-MAIL ADDRESS: debbier@potterroose.com
		INSURER(S) AFFORDING COVERAGE INSURER A : Merchants Insurance Group INSURER B : CorePointe Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Attorneys for Indigent Defense, PLLC 720 Church St. Flint, MI 48502-1108		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y	N	BOPI084505	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	N	N	BOPI084505	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	N	N	CUPI000455	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ Y	N / A	WCAI034806	4/1/2025	4/1/2026	☒ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability	N	N	CIC1000562-01	4/1/2025	4/1/2026	Claims Made/Occurrence \$ \$1,000,000
B	Professional Liability	N	N	CIC1000562-01	4/1/2025	4/1/2026	Claims Made/Aggregate \$ \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED PER WRITTEN CONTRACT****

CERTIFICATE HOLDER

CANCELLATION

Genesee County
900 S. Saginaw St.
Flint, MI 48502-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2308

Agenda Date: 10/15/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Child Advocacy Team - Contract Approval

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and the Child Advocacy Team (CAT), in the amount of \$724,824.00, to provide legal services for children who are subject of child protective and delinquency petitions; the term of this contract is from October 1, 2025 - September 30, 2026; the cost of this contract will be paid from accounts 1010-662.00-818.003 (\$719,824) and 2915-662.00-801.004 (\$5,000).

BACKGROUND:

The present contract was the result of RFP #25-447. The Child Advocacy Team was the successful bidder for the scope of work issued.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint legal counsel to represent minor children in court proceedings related to child protective or delinquency proceedings. The scope of work includes representation of minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes representation of minor children in delinquency matters, except for those instances when the juvenile is charged with a serious felony and prosecuted as an adult. The services include representation at preliminary hearings, through final disposition and review. Services also include representation at the family dependency specialty court.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The cost of this contract will be paid from accounts 1010-662.00-818.003 (\$719,824) and 2915-662.00-801.004 (\$5,000).

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The family division of the circuit court is committed to providing serviceable levels of mandated representation at court proceedings.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize entering into a professional services contract between Genesee County and the Child Advocacy Team (CAT), whereby CAT will provide legal representation for minors involved in child protective and delinquency proceedings for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$724,824.00 to be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), and the Child Advocacy Team (CAT), a 501(c)(3), non-profit organization, whose principal business address is located at 1023 Church Street, Flint, Michigan 48502 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2025**, and shall be effective through **September 30, 2026** (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of \$719,824.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County on the first of each month, along with any necessary supporting documentation, and shall be processed for payment no later than the 10th day each month.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding. The total amount paid to the Contractor shall not exceed \$5,000.

Expert witness fees, subpoena fees, filing fees not waived by the Court shall be reimbursed to CAT. Costs, fees and expenses charged by the Court for true copies and certified copies of birth certificates, death certificates, judgments, orders and other necessary papers shall be reimbursed to CAT as they are incurred.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Sam Olson** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.

7. **Suspension of Work**

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and

obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal

grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County. Withstanding any provision to the contrary, should any adjustment increase the stated amount of insurance coverage which necessitates additional cost to the Contractor during the term of this Agreement, the increased costs shall be passed onto the County.*

Commercial General Liability Insurance on an “occurrence basis” with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County. **Workers’ Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer’s notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CHILD ADVOCACY TEAM

COUNTY OF GENESEE

By: _____
Terina Carte
Co-Managing Attorney

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

The Family Division of the 7th Judicial Circuit Court is required to appoint legal counsel to represent minor children in juvenile proceedings, to include child protective and delinquency petitions. There are three (3) judges and two (2) full-time attorney referees in the Family Division. There is one (1) Probate Court judge who retains a perpetuated family docket with child protective proceedings and delinquency matters.

In child protective proceedings, the scope of work for legal services begins at a preliminary hearing and continues through disposition and review(s). Appeals on child protective proceedings are also included in the scope of work, subject to the legal determination of CAT as to the filing or response in individual instances. CAT reserves the right, in its sole discretion, as circumstances may necessitate or require, to continue to have staff attorneys and LGALs meet with clients via Zoom, FaceTime, Google Duo, Microsoft Teams or other live video call format. Client contact in such circumstances shall be of such a degree to be consistent with and fulfill the duties associated with MCL 712A.17d(1)(d).

In delinquency proceedings, legal representation will be provided for juvenile ages 10-17 and legal representation begins at the preliminary hearing and continues through case closure. Appeals on juvenile delinquency matters are not included in this scope of work.

Legal representation of a juvenile charged with a serious felony, being prosecuted as an adult, is not included in the scope of work.

In the event there is a conflict of interest which precludes CAT from providing legal representation, in a child protective proceeding, the first option is for the managing attorneys of the parent representation contracts to be contacted. The purpose of the contact is to determine if counsel can be provided to represent the minor without creating an additional conflict of interest. If further conflict is unavoidable, the court is responsible for payment of alternate counsel.

If there is a conflict of interest which precludes CAT from providing legal representation in a delinquency proceeding, independent counsel will be appointed, and the court will be responsible for payment.

Other legal services are required on an infrequent basis. The services include appointment as guardian ad litem (GAL) in the following: (1) state ward as a proposed adoptee in adoption proceedings (2) minor at post termination review (PTR) hearing (3) parental waiver hearings (4) a designation hearing on a delinquency petition, and (5) Phase 1 and Phase 2 Waiver Hearings.

Legal representation at any specialty courts or special dockets will be as the Parties agree.

CAT will provide representation for minor children in the Family Drug Court. Compensation and services are included in this contract.

The court will not routinely schedule referee review hearings at the same time as juvenile trials. In compelling circumstances, the court reserves the right to depart from this schedule.

One attorney will be assigned to each of the judges. The staff attorney members of the Child Advocacy Team are Terina Carte, Karen Bunker, Teresa Holifield, Shayla Blankenship, and Marcia Stipes.

The court recognizes that occasional substitute counsel may be required to appear to perform the scope of work. The court expressly retains the right to approve, in advance, any attorney who may be retained to provide additional legal services under this provision.

02/06/2025

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

Policy Type:
Businessowners Policy
Policy Number:
BO-11274830
Agent:
BEN NOYCE LUTCF #4509
Phone Number:
810-653-8508

THANK YOU FOR YOUR CONTINUED BUSINESS!

We appreciate your continued confidence in Farm Bureau Insurance.

Enclosed is the Renewal for your Businessowners Policy. There is no billing enclosed. You will receive a separate Billing Statement.

Enclosed are updated policy documents that you should keep with your other important insurance papers. Your policy contains changes. A summary of those changes is enclosed for your convenience.

IN ADDITION TO REVIEWING THE SUMMARY, PLEASE REVIEW THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Make sure all the information on the Declarations is correct, and that we are providing for your current coverage needs. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, Ben Noyce, at 810-653-8508.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverage to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

BUSINESSOWNERS POLICY PROGRAM
IMPORTANT CHANGES IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your Businessowners Policy. No coverage is provided by this summary, nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

MANDATORY FORM

The following endorsement is attached to all Businessowners Policies.

EXCLUSION - FUNGI OR BACTERIA EXCLUSION (LIABILITY) (BP 05 77)

This endorsement excludes coverage for bodily injury, property damage, or personal and advertising injury arising in whole or in part from fungi or bacteria. The exclusion also applies to any loss, cost, or expense related to fungi or bacteria cleanup or remediation efforts.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

BUSINESSOWNERS POLICY PROGRAM
IMPORTANT CHANGE IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Businessowners Policy. No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. You should read your policy and review your Declarations for complete information on the coverages provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

MANDATORY FORM

The following endorsement is attached to all Businessowners Policies.

War & Cyber Operation, Operating System Event, & Widespread Event Exclusion (GN 66 35 02 25)

This endorsement excludes coverage, under all sections and endorsements, for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with war, cyber operations, operating system events, or widespread events.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- | | |
|--|---|
| ☐ Business Auto Policy | ☒ Personal Auto |
| ☐ Commercial Package Policy | ☐ Umbrella |
| ☐ Country Estate | ☒ Work. Comp. |
| ☐ Farmowners | |
| ☒ Homeowners/Mobile Homeowners/Lake Estate | |

FB Partners:

- | |
|--|
| ☐ Business Auto Policy |
| ☐ Commercial Package Policy or Other |
| ☐ Umbrella ☐ Work. Comp. |

Affinity Discount:

American Bar Association

Loss-Free Continuous Coverage Credit

Premium Summary

Total Annual Premium for Property and Liability Coverages:	\$	597.00
Full Pay Discount	\$	22.00
Total Annual Premium with Full Pay:	\$	575.00

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Effective Date March 26, 2025	Policy Period (12:01 a.m. standard time) 03/26/2025 TO 03/26/2026	Policy Number BO-11274830
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Named Insured and Mailing Address:

**CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011**

Payment Plan: **Full Pay**
 Payment Method: **Manual**
 Account Number: **1001075251**
 Billing Account Number: **1001075251-01**
 Agent: **BEN NOYCE LUTCF**
501 W FLINT ST STE A
DAVISON MI 48423-1062
810-653-8508
[**bnoyce@fbinsmi.com**](mailto:bnoyce@fbinsmi.com)

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Description of Business

Business Type
OFFICE

Type of Legal Entity
NONPROFIT CORPORATION

Description of Premises

<u>Loc. No.</u>	<u>Location Address</u>		<u>Protection Class</u>
1	1023 CHURCH ST, FLINT, MI 48502-1011		4
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	1	Office	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2016
Building Description: LAW OFFICE			

Property Coverage

Loc No.	Bldg. No.	Type of Property*	Valuation Method **	Limit of Insurance	Deductible	Windstorm or Hail Deductible	Building Annual Increase Percentage
1	1	BPP		\$ 32,000	\$ 500	N/A	
Lawyers - Office							

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage
 **RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 1,000,000
Personal and Advertising Injury	EXCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000

Classification

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Exposure</u>
1	1	Lawyers - Office	63921	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Broadening Endorsement Summary

The below coverages are included in the Broadening Endorsement attached to this policy.

<u>Item</u>	<u>Description</u>
Building Glass Coverage	\$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	\$5,000
Employee Dishonesty	\$5,000
Fine Arts	\$500
Forgery and Alteration	\$5,000
Incidental Malpractice Liability	Included within Business Liability Limits
Inventory and Loss Appraisal	\$5,000
Money and Securities	\$5,000 on-premises \$5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	\$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	\$500
Reward Payment	\$5,000
Service Buildings and Incidental Structures	\$5,000
Spoilage	\$1,000
Utility Services - Direct Damage	\$2,500
Utility Services - Time Element	\$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Select Businessowners Offering Summary

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

<u>Coverage</u>	<u>Limit</u>	<u>Provided In</u>
Accounts Receivable	\$100,000 on-premises \$5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	\$25,000	BP 00 03
Business Income from Dependent Properties	\$25,000	BP 00 03
Debris Removal	\$50,000	BP 00 03
Employee Dishonesty	\$25,000	BP 00 03
Fire Department Service Charge	\$10,000	BP 00 03
Forgery and Alteration	\$25,000	BP 00 03
Increased Cost of Construction	\$50,000	BP 00 03
Money and Securities	\$10,000 on-premises \$10,000 off-premises	BP 00 03
Newly Acquired - Buildings	\$500,000	BP 00 03
Newly Acquired - Business Personal Property	\$250,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	\$25,000	GN 66 20
Outdoor Property	\$25,000	BP 00 03
Personal Effects	\$10,000	BP 00 03
Pollutant Clean Up and Removal	\$50,000	BP 00 03
Rekeying of Locks; Lock Replacement	\$1,000	GN 66 14
Utility Services - Direct Damage	\$15,000	GN 66 14
Utility Services - Time Element	\$15,000	GN 66 14
Valuable Papers	\$100,000 on-premises \$5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Section I - Property Coverages

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
		Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10)	
ALL	ALL	Revised Limit:	\$ 15,000
		Separate Premises or Locations Option: ☐ Yes ☒ No	
		Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses	
		Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income	
		Increased Number of Days: 60	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)

Hired Auto Liability - Premium: \$39.00

Non-Owned Auto Liability - Premium: \$68.00

Increased Limit for Damage To Premises Rented To You

Loc. No.	Bldg. No.	Damage to Premises Rented to You
1	1	\$ 300,000

Electronic Data Liability - Limited Coverage (BP 05 95 05 14)

Loss of Electronic Data Limit: \$5,000

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)

Michigan Changes (BP 01 36 09 17)

Broadening Endorsement (GN 66 14 07 20)

Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)

CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)

Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)

Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**

Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)

Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**

Office Protector Endorsement (GN 69 03 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)

Exclusion - Personal and Advertising Injury (BP 04 37 07 02)

Limited Exclusion - Personal And Advertising Injury - Lawyers (BP 14 15 07 13)

Communicable Disease Exclusion (BP 14 86 07 13)

Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)

Exclusion - Unmanned Aircraft (BP 15 11 12 16)

☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS**Limitations/Exclusions continued**

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

Fungi or Bacteria Exclusion (Liability) (BP 05 77 01 06)

War & Cyber Operation, Operating System Event, and Widespread Event Exclusion (GN 66 35)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Cyber Liability

Named Insured: CHILD ADVOCACY TEAM	Transaction Effective Date: MARCH 26, 2025	Policy Number: BO-11274830
Agent Name: BEN NOYCE LUTCF		Agent Number: 4509
NOTICE - INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. - INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. - THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.		
Item 1. Limits of Liability per Insuring Agreement:		
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS		
(1) Multimedia Liability:	\$50,000	
(2) Security and Privacy Liability:	\$50,000	
(3) Privacy Regulatory Defense and Penalties:	\$50,000	
(4) PCI DSS Liability:	\$50,000	
(B) FIRST PARTY INSURING AGREEMENTS		
(1) Breach Event Costs:	\$50,000	
(2) BrandGuard®:	\$50,000	
(3) System Failure:	\$50,000	
(4) Cyber Extortion:	\$50,000	
Item 2. Maximum Aggregate Limit of Liability:	\$50,000	
Item 3. Endorsement Period:	From: 03/26/2025 To: 03/26/2026	
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage	
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable	

Endorsement that Applies

Cyber Liability (GN 66 06)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Additional Interest Information

Loc. Bldg.
No. No.

Additional Insured - Designated Person or Organization (BP 04 48)

ALL ALL Name of Additional Insured Person(s) or Organization(s):
GENESEE COUNTY

Property and Liability Forms and Endorsements

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol "√" beside a Form Number indicates that the Form is enclosed with this mailing.

BP 04 48 07 13	BP 00 03 07 13	BP 15 11 12 16	BP 04 17 01 10
BP 04 37 07 02	BP 04 04 01 10	BP 14 15 07 13	BP 01 36 09 17
BP 04 83 01 10	BP 05 76 01 10	√ BP 05 77 01 06	BP 05 15 12 20
BP 05 23 01 15	BP 05 42 01 15	BP 14 86 07 13	BP 05 26 01 15
BP 05 64 01 15	BP 05 17 01 06	√ GN 66 35 02 25	BP 05 95 05 14
GL 66 01 11 22	GN 66 14 07 20	GN 66 10 07 20	GN 66 06 07 20
GN 69 03 07 20	GN 66 20 07 20		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II - Liability**:

A. The following exclusion is added to Paragraph B.1., Exclusions - Applicable To Business Liability Coverage:

t. Fungi or Bacteria

- (1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added Paragraph F. Liability And Medical Expenses Definitions:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR & CYBER OPERATION, OPERATING SYSTEM EVENT, AND WIDESPREAD EVENT EXCLUSION

This endorsement modifies insurance provided under the following:

1. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- a. any **war**;
- b. any **cyber operation** carried out as part of any **war**; or
- c. any **cyber operation** that causes a sovereign state to become an **impacted state**.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **war** and **cyber operation**.

However, this exclusion does not apply to an **act of cyber terrorism** to the extent coverage is provided by the Cyber Liability Endorsement form. To the extent coverage is provided by the Cyber Liability endorsement, paragraph c. above shall also not apply to the direct or indirect effect of a **cyber operation** on any **insured computer system** that is not physically located in an **impacted state** but is affected by a **cyber operation**.

2. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, insured event, cost or expense, of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **widespread event**. The determination of whether an event constitutes a **widespread event** will rely upon any available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to us.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **widespread event**.

3. With respect to all Insuring Agreements under all sections and endorsements of this policy, there is no coverage for any loss or claim based upon, arising from, or in any way involving an **operating system event**.

4. The following definitions are added. If a term is defined below or within the policy or endorsements, the definitions below apply:

- a. "**Act of cyber terrorism**" means the premeditated use of disruptive activities, or the threat to use disruptive activities, against a **computer system**, including any associated network and **data** stored thereon, with the intention to cause harm, to further social, ideological, religious, political, or similar objectives, or to intimidate any person in furtherance of such objectives; provided that such activities are not committed by, or at the express direction of, a sovereign state or a government simultaneously engaged in **war** or a **cyber operation** carried out as part of any **war**.
- b. "**Application program**" means any computer software program that performs a particular function or task within the **computer operating system** for the end-user, including, but not limited to, database programs, web browsers, enterprise software, word processors, graphics software and media players.
- c. "**Attack vector**" means the method or combination of methods that are used in a **hacking attack**.
- d. "**Computer operating system**" means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **application program**. **Computer operating system** does not include an **application program**.
- e. "**Computer System**" means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.

- f. **"Cyber operation"** means the use of a **computer system** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a **computer system** of or in another sovereign state.
- g. **"Data"** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.
- h. **"Essential service"** means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.
- i. **"Impacted state"** means a sovereign state where a **cyber operation** has had a major detrimental impact on:
 - (1) the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an **essential service** in that sovereign state; and/or
 - (2) the security or defense of that sovereign state.
- j. **"Operating system event"** means a single act of exploitation of, or a series of related, repeated or continuing acts of exploitation of, software vulnerabilities in a **computer operating system**, including, but not limited to, ransomware, wiper malware, computer worms, and computer viruses, the impact of which is of sufficient intensity, scale or effect to cause a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **essential service** in that sovereign state; provided, however, a major detrimental impact on the functioning of a sovereign state shall not result from an attack, or related series of attacks, solely impacting an **insured**. For purposes of this definition, a major detrimental impact on the functioning of a sovereign state shall be deemed to occur when such impact has been made public through the media, official statements or otherwise.

- k. **"Related hacking attack"** means a **hacking attack** with:

- (1) the same actor or a coordinated group of actors;
- (2) the same **attack vector**;
- (3) the same vulnerability; or
- (4) the common impacted vendor or group of impacted vendors as any other person or entity holding cyber coverage through us.

Related hacking attack does not include a **hacking attack** which deceives or manipulates any insured to execute subsequent, intervening actions in order to constitute or cause the claim.

- l. **"War"** means any:

- (1) war, invasion, acts of foreign enemies, hostilities, or civil war (whether war is declared or not); or
- (2) warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) rebellion, revolution, insurrection, usurped power, civil commotion assuming the proportions of or amounting to an uprising, or any action taken by a governmental authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions;
- (4) confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority; or
- (5) any discharge of nuclear weapon, even if accidental.

- m. **"Widespread event"** means a **related hacking attack** that impacts 40 other persons or entities holding Cyber coverage through us that is discovered, or should have been discovered, within 90 days of the first such person or entity discovering, or when the first such person or entity should have discovered, such **hacking attack**.

The inapplicability of this exclusion does not serve to create coverage for injury or damage that is otherwise excluded elsewhere in this policy.



Coverage Comparison
 Cyber
 Child Advocacy Team
 541110 - Office of Lawyers (Law Firms, Legal Counsel)

Quote ID: 49753
 Revenue: \$636,480
 Record count: 1,900
 Date: 4/25/2025



Admitted vs. Non-Admitted	Admitted	Non-Admitted	Admitted	Non-Admitted	Admitted	Non-Admitted
Rating / Size	A- / VII	A / XV	A / IX	A / X	A++ / XV	A++ / XV
Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts
Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible / SIR	\$5,000	\$2,500	\$5,000	\$5,000	\$5,000	\$1,000
Premium	\$1,252.00	\$2,500.00	\$3,090.00	\$2,433.00	\$5,412.00	\$775.00
Taxes and Fees	\$0.00	\$262.50	\$0.00	\$360.83	\$0.00	\$96.88
Total Payable	\$1,252.00	\$2,762.50	\$3,090.00	\$2,793.83	\$5,412.00	\$871.88

Notes: This is a summary, please see quote letters for details; a dash (-) indicates there is no coverage

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1st Party Liability						
Breach Response & Remediation	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Cyber Business Interruption (BI)	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Dependent BI – IT	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Dependent BI – Non-IT	-	-	-	-	\$1M	-
System Failure	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Dependent System Failure – IT	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Dependent System Failure – Non-IT	-	-	-	-	\$1M	-
BI Waiting Period	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs
Dependent BI Waiting Period	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	12 hrs
Ransomware / Cyber Extortion	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Ransomware Payment Provision	Pay on behalf	Reimbursement	Reimbursement	Pay on behalf	Reimbursement	Reimbursement
Digital Asset Damage	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Cyber Crime	\$250K / \$5K	\$250K / \$2.5K	\$250K / \$5K	-	\$1M / \$2.5K	\$250K / \$1K
Social Engineering	\$250K / \$5K	\$250K / \$2.5K	\$250K / \$5K	-	\$250K / \$2.5K	\$250K / \$1K
Client Funds	\$250K / \$5K	\$250K / \$2.5K	\$250K / \$5K	-	-	\$250K / \$1K
Invoice Manipulation	\$250K / \$5K	\$250K / \$2.5K	\$50K / \$5K	-	\$250K / \$2.5K	-
Telephone Hacking	\$250K / \$5K	\$250K / \$2.5K	\$250K / \$5K	\$100K / \$5K	\$250K / \$2.5K	\$250K / \$1K
Crypto Jacking	\$250K / \$5K	\$250K / \$2.5K	\$250K / \$5K	\$100K / \$25K	-	\$250K / \$1K
Reputational Harm	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Breach Response (Outside the Limit)	\$1M	\$1M	\$1M	\$1M	-	\$1M
Bricking	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Bodily Injury	\$250K	-	-	-	-	-
Property Damage	\$250K	-	-	-	-	\$50K
BYOD	Yes	Yes	Yes	Yes	Yes	Yes

Notes: This is a summary, please see quote letters for details; a dash (-) indicates there is no coverage

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3rd Party Liability						
Cyber / Privacy Liability	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Media Liability	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Regulatory Defense & Fines	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
PCI Fines & Assessments	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Defense (Outside the Limits)	-	-	-	-	-	-
Bodily Injury	\$250K	-	-	\$250K	-	\$250K
Property Damage	\$250K	-	-	\$250K	-	\$50K

Additional Services						
Cyber Risk Report	Included	-	-	-	-	-
Proactive System Monitoring	Included	Included	Included	-	Included	Included
Pre-claim Assistance	Included	Included	Included	Included	Included	Included
Expert Cybersecurity Advice	Included	Included	Included	Included	Included	-

Notes: This is a summary, please see quote letters for details; a dash (-) indicates there is no coverage

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Coverage Descriptions

1st Party Liability	Description
Breach Response & Remediation	Coverage for response and remediation costs associated with a breach; This includes legal fees, customer notification, IT/digital forensics, and crisis media relations, among others.
Cyber Business Interruption (BI)	Coverage for financial losses due to a cyber event that causes degradation to your computer system; Usually requires a time retention (see Business Interruption Waiting Period).
Dependent BI – IT	Coverage for financial losses due to a cyber event when a 3rd party provider experiences a cyber event that causes you disruption; 3rd parties often include cloud providers or other software/services/hosting providers.
Dependent BI – Non-IT	Coverage for financial losses due to a cyber event when a 3rd party provider experiences a cyber event that causes you disruption; 3rd parties often include Non-IT entities providing necessary products or services to the insured.
System Failure	Coverage for financial losses due to business interruption resulting from an unplanned or unintentional outage, often caused by employee error or power outage
Dependent System Failure – IT	Coverage for financial losses due to business interruption resulting from an unplanned or unintentional outage of a system operated by a 3rd party vendor, often caused by employee error or power outage.
Dependent System Failure – Non-IT	Coverage for financial losses due to business interruption resulting from an unplanned or unintentional outage of a system operated by a 3rd party Non-IT vendor providing necessary products or services, often caused by employee error or power outage.
BI Waiting Period	Time retention typically applied to cyber business interruption and system failure.
Dependent BI Waiting Period	Time retention typically applied to cyber dependent business interruption and dependent system failure.
Ransomware / Cyber Extortion	Coverage for the costs to respond to a cyber extortion (ransomware) event, including forensics experts to investigate the attack, experienced negotiators, and sometimes ransom payments in virtual currencies.
Ransomware Payment Provision	Provision for how the policy responds to a ransomware claim; “Pay on behalf” indicates the carrier will tender payments due when a ransom event occurs; “Reimbursement” indicates the insured will pay out of pocket and then seek reimbursement for covered lo
Digital Asset Damage	Coverage for costs to rebuild electronic data and other digital assets after a cyber-event, like recovering offsite backups, etc.
Cyber Crime	Coverage for the theft of funds from a failure in your security, often by a hacker stealing login credentials; This is often referred to as fund transfer fraud and may be covered on a crime policy.
Social Engineering	Coverage for theft of funds via deception or impersonation where a criminal tricks you into parting with your funds; often linked to business email compromise
Client Funds	Coverage extension to cover theft of client funds in the insured’s care, custody, or control.
Invoice Manipulation	Coverage for the release or distribution of a fraudulent invoice or fraudulent payment instruction to a third party as a result of a cyber-event.
Telephone Hacking	Coverage for costs associated with unauthorized and fraudulent telephone calls.
Crypto Jacking	Coverage for costs associated with unauthorized use of the insured’s computer processing power to mine crypto currency.
Reputational Harm	Coverage for lost income from an adverse media event due to a cyber event that damages the insured’s reputation.
Breach Response (Outside the Limit)	Coverage for 1st party breach costs outside of and in addition to the policy aggregate limit.

Notes: This is a summary, please see quote letters for details; a dash (-) indicates there is no coverage

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1st Party Liability	Description
Bricking	Coverage for physical damage to IT hardware resulting from a cyber event that renders the equipment useless and unable to be safely repaired.
Bodily Injury	Coverage for bodily injury which results from a cyber-event.
Property Damage	Coverage for property damage which results from a cyber-event.
BYOD	Coverage for any device used by the company's employees in the course of normal business operations, no matter who the device belongs to.

3rd Party Coverage	
Cyber / Privacy Liability	Defense and indemnity for claims against you related to cyber events / data breaches.
Media Liability	Defense and Indemnity for claims of libel, slander, copyright infringement, trademark infringement, invasion of privacy, etc.
Regulatory Defense & Fines	Defense and indemnity coverage for claims brought by federal, state, local or foreign governing body related to privacy regulations, data breaches, cyber events, and fines and penalties where insurable by law.
PCI Fines & Assessments	Coverage for assessments, fines or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS).
Defense (Outside the Limits)	Additional defense coverage outside of the limits of liability.
Bodily Injury	Defense and indemnity coverage for bodily injury which results from a cyber-event.
Property Damage	Defense and indemnity coverage for property damage which results from a cyber-event.

Additional Services	
Cyber Risk Report	An assessment of the company's business cyber security often providing a score and actionable security recommendations; Carriers that can provide this usually only need the company's URL to do an outside-in scan and provide this for all quotes
Proactive System Monitoring	Ongoing and regular scanning to monitor for security vulnerabilities; If an issues are flagged, carrier will proactively notify the insured and offer assistance to mitigate; Only provided to policy holders
Pre-claim Assistance	Access to software and services including cyber risk applications, breach response plans, data breach calculators, and other risk management tools to manage cyber risk
Expert Cybersecurity Advice	Open access to Cybersecurity experts to ask questions about the company's security; usually access is provided via phone or email

Notes: This is a summary, please see quote letters for details; a dash (-) indicates there is no coverage

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GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-447 –Legal Services for Children

Coverage Required	Limits (Figures denote minimums)
X 1. Workers Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$1,000,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4. Professional Liability	\$1,000,000 per occurrence with \$3,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X 6. Automobile liability on Bo-policy	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X 7. Umbrella liability/Excess Coverage	\$5,000,000 BI & PD and PI Quot: \$1450.
X 8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	Mill Quot: \$900.
X 9. Other Insurance Required: Cyber Liability, Abuse and Molestation	FB Partners Quote requested
X 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 11. The Certificate must state proposal number and title 25-447	

Insurance Agent's Statement

I have reviewed the requirements with the proposer named below. In addition:

X The above required policies carry the following deductibles: No Deductible

X Liability policies are 2million Aggregate occurrence 1million claims made
Benjamin Noyce Insurance Agent Benjamin C. Noyce Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FARM BUREAU INSURANCE OF MICHIGAN 501 W FLINT ST STE A DAVISON MI 48423	CONTACT NAME: BEN NOYCE PHONE (A/C, No, Ext): (810) 653-8508 E-MAIL ADDRESS: 4509staff@fbinsmi.com FAX (A/C, No): (810) 653-8973
INSURED CHILD ADVOCACY TEAM 1023 CHURCH ST FLINT, MI 48502 tcarte@childadvocacyteam.hyperoffice.us	INSURER(S) AFFORDING COVERAGE INSURER A: FARM BUREAU INSURANCE OF MICHIGAN INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 21547

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	BO-11274830	03/26/2025	03/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WCC-3285949	03/26/2025	03/26/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER is an Additional Insured. BO-11274830 policy provides coverage for HIRED and NON-OWNED Auto's. Coverage extended to the scheduled additional insured, as afforded in the Comprehensive General Liability coverage, is provided on a primary, noncontributory, or excess basis only as defined in the policy language. Coverage afforded in the Comprehensive General Liability coverage is provided for a contractual hold harmless and indemnity clause, only as defined in the policy language. The Comprehensive General Liability coverage includes contractual liability only as provided in policy language. Written notice of cancellation provided at least 10 days before the date of cancellation if we cancel for non-payment of premium, 30 days before the cancellation date if we cancel for any other reason as provided in policy language.

CERTIFICATE HOLDER**CANCELLATION**

GENESEE COUNTY
1101 BEACH ST
FLINT, MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured:

**ADDITIONAL INTEREST NOTICE
BUSINESSOWNERS POLICY
RENEWAL**

Policy Number: **BO-11274830**
Policy Period (12:01 a.m. standard time):
03/26/2025 TO 03/26/2026
Effective Date: **March 26, 2025**

GENESEE COUNTY
1101 BEACH ST
FLINT MI 48502-1428

Agent: **Ben Noyce # 4509**
501 W FLINT ST STE A
DAVISON MI 48423-1062
810-653-8508
bnoyce@fbinsmi.com

THIS IS NOT A BILLING.

Subject to all applicable policy provisions, the Additional Insured named above has an interest in this policy, as indicated by the endorsement listed below.

Named Insured and Mailing Address

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

An Additional Interest is included in all or part of the following.

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 1,000,000
Personal and Advertising Injury	EXCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000

Applicable Additional Insured Endorsement

Additional Insured - Designated Person or Organization (BP 04 48)

Additional Insured Name

GENESEE COUNTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Declarations is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



7373 W. Saginaw Hwy., P.O. Box 30400
Lansing, MI 48909-7900

Farm Bureau Mutual Insurance Company of Michigan
Farm Bureau Life Insurance Company of Michigan
Farm Bureau General Insurance Company of Michigan

02/06/2025

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

Policy Type:
Businessowners Policy
Policy Number:
BO-11274830
Agent:
BEN NOYCE LUTCF #4509
Phone Number:
810-653-8508

THANK YOU FOR YOUR CONTINUED BUSINESS!

We appreciate your continued confidence in Farm Bureau Insurance.

Enclosed is the Renewal for your Businessowners Policy. There is no billing enclosed. You will receive a separate Billing Statement.

Enclosed are updated policy documents that you should keep with your other important insurance papers. Your policy contains changes. A summary of those changes is enclosed for your convenience.

IN ADDITION TO REVIEWING THE SUMMARY, PLEASE REVIEW THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Make sure all the information on the Declarations is correct, and that we are providing for your current coverage needs. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, Ben Noyce, at 810-653-8508.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverage to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

BUSINESSOWNERS POLICY PROGRAM
IMPORTANT CHANGES IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your Businessowners Policy. No coverage is provided by this summary, nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

MANDATORY FORM

The following endorsement is attached to all Businessowners Policies.

EXCLUSION - FUNGI OR BACTERIA EXCLUSION (LIABILITY) (BP 05 77)

This endorsement excludes coverage for bodily injury, property damage, or personal and advertising injury arising in whole or in part from fungi or bacteria. The exclusion also applies to any loss, cost, or expense related to fungi or bacteria cleanup or remediation efforts.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

BUSINESSOWNERS POLICY PROGRAM
IMPORTANT CHANGE IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Businessowners Policy. No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. You should read your policy and review your Declarations for complete information on the coverages provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

MANDATORY FORM

The following endorsement is attached to all Businessowners Policies.

War & Cyber Operation, Operating System Event, & Widespread Event Exclusion (GN 66 35 02 25)

This endorsement excludes coverage, under all sections and endorsements, for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with war, cyber operations, operating system events, or widespread events.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- | | |
|--|---|
| ☐ Business Auto Policy | ☒ Personal Auto |
| ☐ Commercial Package Policy | ☐ Umbrella |
| ☐ Country Estate | ☒ Work. Comp. |
| ☐ Farmowners | |
| ☒ Homeowners/Mobile Homeowners/Lake Estate | |

FB Partners:

- | | |
|---|--------------------------------------|
| ☐ Business Auto Policy | |
| ☐ Commercial Package Policy or Other | |
| ☐ Umbrella | ☐ Work. Comp. |

Affinity Discount:

American Bar Association

Loss-Free Continuous Coverage Credit

Premium Summary

Total Annual Premium for Property and Liability Coverages:	\$	597.00
Full Pay Discount	\$	22.00
Total Annual Premium with Full Pay:	\$	575.00

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Effective Date March 26, 2025	Policy Period (12:01 a.m. standard time) 03/26/2025 TO 03/26/2026	Policy Number BO-11274830
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Named Insured and Mailing Address:

**CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011**

Payment Plan: **Full Pay**
Payment Method: **Manual**
Account Number: **1001075251**
Billing Account Number: **1001075251-01**
Agent: **BEN NOYCE LUTCF**
501 W FLINT ST STE A
DAVISON MI 48423-1062
810-653-8508
[**bnoyce@fbinsmi.com**](mailto:bnoyce@fbinsmi.com)

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Description of Business

<u>Business Type</u>	<u>Type of Legal Entity</u>
OFFICE	NONPROFIT CORPORATION

Description of Premises

<u>Loc. No.</u>	<u>Location Address</u>	<u>Protection Class</u>
1	1023 CHURCH ST, FLINT, MI 48502-1011	4
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
1	Office	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2016
Building Description: LAW OFFICE		

Property Coverage

<u>Loc No.</u>	<u>Bldg. No.</u>	<u>Type of Property*</u>	<u>Valuation Method **</u>	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Windstorm or Hail Deductible</u>	<u>Building Annual Increase Percentage</u>
1	1	BPP		\$ 32,000	\$ 500	N/A	
Lawyers - Office							

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage
**RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 1,000,000
Personal and Advertising Injury	EXCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000

Classification

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Exposure</u>
1	1	Lawyers - Office	63921	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Broadening Endorsement Summary

The below coverages are included in the Broadening Endorsement attached to this policy.

<u>Item</u>	<u>Description</u>
Building Glass Coverage	\$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	\$5,000
Employee Dishonesty	\$5,000
Fine Arts	\$500
Forgery and Alteration	\$5,000
Incidental Malpractice Liability	Included within Business Liability Limits
Inventory and Loss Appraisal	\$5,000
Money and Securities	\$5,000 on-premises \$5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	\$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	\$500
Reward Payment	\$5,000
Service Buildings and Incidental Structures	\$5,000
Spoilage	\$1,000
Utility Services - Direct Damage	\$2,500
Utility Services - Time Element	\$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Select Businessowners Offering Summary

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

<u>Coverage</u>	<u>Limit</u>	<u>Provided In</u>
Accounts Receivable	\$100,000 on-premises \$5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	\$25,000	BP 00 03
Business Income from Dependent Properties	\$25,000	BP 00 03
Debris Removal	\$50,000	BP 00 03
Employee Dishonesty	\$25,000	BP 00 03
Fire Department Service Charge	\$10,000	BP 00 03
Forgery and Alteration	\$25,000	BP 00 03
Increased Cost of Construction	\$50,000	BP 00 03
Money and Securities	\$10,000 on-premises \$10,000 off-premises	BP 00 03
Newly Acquired - Buildings	\$500,000	BP 00 03
Newly Acquired - Business Personal Property	\$250,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	\$25,000	GN 66 20
Outdoor Property	\$25,000	BP 00 03
Personal Effects	\$10,000	BP 00 03
Pollutant Clean Up and Removal	\$50,000	BP 00 03
Rekeying of Locks; Lock Replacement	\$1,000	GN 66 14
Utility Services - Direct Damage	\$15,000	GN 66 14
Utility Services - Time Element	\$15,000	GN 66 14
Valuable Papers	\$100,000 on-premises \$5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Section I - Property Coverages

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
ALL	ALL	Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10) Revised Limit: \$	15,000
		Separate Premises or Locations Option: ☐ Yes ☒ No	
		Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income Increased Number of Days: 60	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)
Hired Auto Liability - Premium: \$39.00 Non-Owned Auto Liability - Premium: \$68.00
Increased Limit for Damage To Premises Rented To You

Loc. No.	Bldg. No.	Damage to Premises Rented to You
1	1	\$ 300,000

Electronic Data Liability - Limited Coverage (BP 05 95 05 14)
Loss of Electronic Data Limit: \$5,000

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)
Michigan Changes (BP 01 36 09 17)
Broadening Endorsement (GN 66 14 07 20)
Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)
CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)
Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)
Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**
Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)
Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)
The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**
Office Protector Endorsement (GN 69 03 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)
Exclusion - Personal and Advertising Injury (BP 04 37 07 02)
Limited Exclusion - Personal And Advertising Injury - Lawyers (BP 14 15 07 13)
Communicable Disease Exclusion (BP 14 86 07 13)
Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)
Exclusion - Unmanned Aircraft (BP 15 11 12 16)
☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS**Limitations/Exclusions continued**

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

Fungi or Bacteria Exclusion (Liability) (BP 05 77 01 06)

War & Cyber Operation, Operating System Event, and Widespread Event Exclusion (GN 66 35)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Cyber Liability

Named Insured: CHILD ADVOCACY TEAM	Transaction Effective Date: MARCH 26, 2025	Policy Number: BO-11274830
Agent Name: BEN NOYCE LUTCF	Agent Number: 4509	

NOTICE

- **INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.**

Item 1. Limits of Liability per Insuring Agreement:

(A) THIRD PARTY LIABILITY INSURING AGREEMENTS	
(1) Multimedia Liability:	\$50,000
(2) Security and Privacy Liability:	\$50,000
(3) Privacy Regulatory Defense and Penalties:	\$50,000
(4) PCI DSS Liability:	\$50,000
(B) FIRST PARTY INSURING AGREEMENTS	
(1) Breach Event Costs:	\$50,000
(2) BrandGuard®:	\$50,000
(3) System Failure:	\$50,000
(4) Cyber Extortion:	\$50,000
Item 2. Maximum Aggregate Limit of Liability:	\$50,000
Item 3. Endorsement Period:	From: 03/26/2025 To: 03/26/2026
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable

Endorsement that Applies

Cyber Liability (GN 66 06)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Additional Interest Information

Loc. Bldg.
No. No.

ALL ALL **Additional Insured - Designated Person or Organization (BP 04 48)**
Name of Additional Insured Person(s) or Organization(s):
GENESEE COUNTY

Property and Liability Forms and Endorsements

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol "√" beside a Form Number indicates that the Form is enclosed with this mailing.

BP 04 48 07 13	BP 00 03 07 13	BP 15 11 12 16	BP 04 17 01 10
BP 04 37 07 02	BP 04 04 01 10	BP 14 15 07 13	BP 01 36 09 17
BP 04 83 01 10	BP 05 76 01 10	√ BP 05 77 01 06	BP 05 15 12 20
BP 05 23 01 15	BP 05 42 01 15	BP 14 86 07 13	BP 05 26 01 15
BP 05 64 01 15	BP 05 17 01 06	√ GN 66 35 02 25	BP 05 95 05 14
GL 66 01 11 22	GN 66 14 07 20	GN 66 10 07 20	GN 66 06 07 20
GN 69 03 07 20	GN 66 20 07 20		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II - Liability**:

A. The following exclusion is added to Paragraph **B.1., Exclusions - Applicable To Business Liability Coverage**:

t. Fungi or Bacteria

- (1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added Paragraph **F. Liability And Medical Expenses Definitions**:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR & CYBER OPERATION, OPERATING SYSTEM EVENT, AND
WIDESPREAD EVENT EXCLUSION**

This endorsement modifies insurance provided under the following:

1. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- a. any **war**;
- b. any **cyber operation** carried out as part of any **war**; or
- c. any **cyber operation** that causes a sovereign state to become an **impacted state**.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **war** and **cyber operation**.

However, this exclusion does not apply to an **act of cyber terrorism** to the extent coverage is provided by the Cyber Liability Endorsement form. To the extent coverage is provided by the Cyber Liability endorsement, paragraph c. above shall also not apply to the direct or indirect effect of a **cyber operation** on any **insured computer system** that is not physically located in an **impacted state** but is affected by a **cyber operation**.

2. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, insured event, cost or expense, of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **widespread event**. The determination of whether an event constitutes a **widespread event** will rely upon any available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to us.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **widespread event**.

3. With respect to all Insuring Agreements under all sections and endorsements of this policy, there is no coverage for any loss or claim based upon, arising from, or in any way involving an **operating system event**.

4. The following definitions are added. If a term is defined below or within the policy or endorsements, the definitions below apply:

- a. "**Act of cyber terrorism**" means the premeditated use of disruptive activities, or the threat to use disruptive activities, against a **computer system**, including any associated network and **data** stored thereon, with the intention to cause harm, to further social, ideological, religious, political, or similar objectives, or to intimidate any person in furtherance of such objectives; provided that such activities are not committed by, or at the express direction of, a sovereign state or a government simultaneously engaged in **war** or a **cyber operation** carried out as part of any **war**.
- b. "**Application program**" means any computer software program that performs a particular function or task within the **computer operating system** for the end-user, including, but not limited to, database programs, web browsers, enterprise software, word processors, graphics software and media players.
- c. "**Attack vector**" means the method or combination of methods that are used in a **hacking attack**.
- d. "**Computer operating system**" means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **application program**. **Computer operating system** does not include an **application program**.
- e. "**Computer System**" means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.

- f. "**Cyber operation**" means the use of a **computer system** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a **computer system** of or in another sovereign state.
- g. "**Data**" means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.
- h. "**Essential service**" means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.
- i. "**Impacted state**" means a sovereign state where a **cyber operation** has had a major detrimental impact on:
- (1) the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an **essential service** in that sovereign state; and/or
 - (2) the security or defense of that sovereign state.
- j. "**Operating system event**" means a single act of exploitation of, or a series of related, repeated or continuing acts of exploitation of, software vulnerabilities in a **computer operating system**, including, but not limited to, ransomware, wiper malware, computer worms, and computer viruses, the impact of which is of sufficient intensity, scale or effect to cause a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **essential service** in that sovereign state; provided, however, a major detrimental impact on the functioning of a sovereign state shall not result from an attack, or related series of attacks, solely impacting an **insured**. For purposes of this definition, a major detrimental impact on the functioning of a sovereign state shall be deemed to occur when such impact has been made public through the media, official statements or otherwise.
- k. "**Related hacking attack**" means a **hacking attack** with:
- (1) the same actor or a coordinated group of actors;
 - (2) the same **attack vector**;
 - (3) the same vulnerability; or
 - (4) the common impacted vendor or group of impacted vendors as any other person or entity holding cyber coverage through us.
- Related hacking attack** does not include a **hacking attack** which deceives or manipulates any insured to execute subsequent, intervening actions in order to constitute or cause the claim.
- l. "**War**" means any:
- (1) war, invasion, acts of foreign enemies, hostilities, or civil war (whether war is declared or not); or
 - (2) warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
 - (3) rebellion, revolution, insurrection, usurped power, civil commotion assuming the proportions of or amounting to an uprising, or any action taken by a governmental authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions;
 - (4) confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority; or
 - (5) any discharge of nuclear weapon, even if accidental.
- m. "**Widespread event**" means a **related hacking attack** that impacts 40 other persons or entities holding Cyber coverage through us that is discovered, or should have been discovered, within 90 days of the first such person or entity discovering, or when the first such person or entity should have discovered, such **hacking attack**.

The inapplicability of this exclusion does not serve to create coverage for injury or damage that is otherwise excluded elsewhere in this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L Squared Insurance Agency LLC 2430 Camelot Ct SE Grand Rapids MI 49546		CONTACT NAME: Ashley Slot PHONE (A/C, No, Ext): (616) 940-1101 E-MAIL ADDRESS: Ashley@L2ins.com FAX (A/C, No): (616) 940-1196	
INSURED Child Advocacy Team 1023 Church St Flint MI 48502		INSURER(S) AFFORDING COVERAGE INSURER A: CorePointe Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lawyers Professional Liability			WPP1645808-03	04/01/2025	04/01/2026	Per Claim	\$1,000,000
							Aggregate	\$2,000,000
							Deductible	0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Claims made policy form with a 04/01/2004 prior acts date

CERTIFICATE HOLDER**CANCELLATION**

RFP#25-477 RFP Legal Services for Children Genesee County Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ashley Slot</i>
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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2312

Agenda Date: 10/15/2025

Agenda #: 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension between Genesee County and Cole Williams, LLC, in an amount not to exceed \$55,000.00, for a period commencing October 1, 2025-September 30, 2026 for the Parent Support Network which conducts parent sessions for juvenile system-involved families

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Cole Williams, LLC, for a period commencing October 1, 2025 - September 30, 2026, at a cost not to exceed \$55,000.00, to be paid from account 2920-663.07-801.000. This request is a part of the approved FY 2025-26 Child Care Fund annual plan and budget.

BACKGROUND:

Cole Williams conducts the Parent Support Network parent sessions for juvenile system-involved families. Sessions focus on family communication skills, family management skills, teaching teens skills, and parent stress management. The Parent Support Network meets for a 90-minute session one day per week for a duration of 10 weeks. Cole Williams is a former foster parent and adoptive dad of eight sons. Mr. Williams was appointed by Governor Gretchen Whitmer in 2021 to serve on the Michigan Juvenile Justice Reform Task Force and was recently appointed to serve on the Michigan Committee on Juvenile Justice.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract extension is not to exceed \$55,000.00, to be paid from account 2920-663.07-801.000. The program is part of the approved Child Care Fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request fosters healthy, livable, and safe communities by supporting families and parents of justice-involved youth to improve family skills and youth development.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Cole Williams, LLC, whereby Cole Williams will provide Parent Support Network sessions for juvenile system-involved families and related services, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$55,000 to be paid from account 2920-663.07-801.000, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Cole Williams, LLC

This Extension is between Cole Williams, LLC and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in Resolution # 2024-1479.

WHEREAS, the Parties executed a professional services agreement contract effective January 1, 2025 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would coordinate a Parent Support Network parenting series program for juvenile system-involved families; and

WHEREAS, the Parties wish to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.
2. The compensation to be paid to the Contractor on this extension basis shall not exceed \$55,000.00.
3. The remaining terms of the agreement remain unchanged and in full effect.

COLE WILLIAMS MEDIA LLC

COUNTY OF GENESEE

By: _____
Cole Williams
Chief Executive Officer

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Cole Williams Media LLC** whose principal place of business is located at **533 Columbia Ave, Holland MI 49423** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **January 1, 2025** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$55,000.00. If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.5 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-

insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there

shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

COLE WILLIAMS MEDIA LLC

COUNTY OF GENESEE

By: Colbert Williams
Cole Williams
Chief Executive Officer

Date: 12/23/24

By: James Avery (Dec 30, 2024 20:35 EST)
James Avery, Chairperson
Board of County Commissioners

Date: Dec 30, 2024

EXHIBIT A
Description of the Services
PARENTING SERIES

The Parent Support Network meets for a 90-minute session one day a week for a duration of 10 weeks. Sessions are run for ten weeks, with two weeks off, for new referrals to be generated and one-on-one orientation sessions completed for newly enrolled participants.

The Parent Support Network will run one cohort every three months in a one-year calendar cycle.

Each cohort will consist of 8 to 10 parent participants with a max of 32 - 40 parent participants per year. To meet the needs of families involved in the juvenile justice system, parents can be recommended by a Judge, Court Ordered, or a Probation Officer can make a referral.

A workshop facilitator leads the Parent Support Network parent sessions with prior experience conducting workshops with system-involved families. Families who complete the series will be invited to join a network of lived-experience parents who have successfully navigated the Juvenile Justice system through a virtual platform.

The goal is to create a family-centered approach where a village of parents across the state of Michigan share their lived experiences and be seen as stakeholders to connect with system professionals for family participation in the juvenile justice system.

Curriculum Content:

Family communication skills: Parents Practice and use family involvement skills to develop family expectations and make plans for regular family meetings or family game nights. Families are asked to conduct weekly family meetings to practice the skills learned during the sessions. All subsequent sessions reinforce the use of the communication skills taught during these initial sessions.

Family management skills: Parents Learn and practice how to set clear and specific expectations, monitor expectations, reward positive behaviors, and give appropriate responses to negative behaviors. Parents practice using minimal measures to achieve the desired behavior on the part of their child.

Teaching teens skills: Parents Teach their children two important skills, refusal skills, and problem-solving skills.

Parent Stress Management/self-care plans: Parents will Develop a stress management/self-care

schedule to help them identify opportunities throughout their week to create space for daily affirmations, positive self-talk, and mindfulness techniques.

Parenting the addiction versus punishing the child: Parents will focus on Understanding the impact of addiction on children. Parents will create a cookbook of parenting recipes that will feed into trauma-informed strategies that will inform their parenting responses to parent-child conflicts.

Services may also include training for the juvenile probation department

Billing/Invoice:

The Contractor must provide to the County monthly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing month
- Family Name
- Youth's full name
- Date of birth
- Age

FY25 Cole Williams

Final Audit Report

2024-12-31

Created:	2024-12-30
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaviMbkzEIX4fi3qMXrhCmAbh7mR6nf4ZG

"FY25 Cole Williams" History

-  Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-30 - 8:24:55 PM GMT
-  Document emailed to javery@geneseecountymi.gov for signature
2024-12-30 - 8:26:11 PM GMT
-  Email viewed by javery@geneseecountymi.gov
2024-12-30 - 8:27:05 PM GMT
-  Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-31 - 1:35:10 AM GMT
-  Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-31 - 1:35:12 AM GMT - Time Source: server
-  Agreement completed.
2024-12-31 - 1:35:12 AM GMT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Cole Williams Media LLC 900 S Saginaw St Flint, MI 48502		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

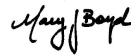
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		Y	P101.846.488.3	05/03/2025	05/03/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County including all employees, elected and appointed officials and volunteers, all boards, commissions, and or authorities, and their board members, employees, and volunteer as additional insured. Coverage shall be primary and non-contributory. including a waiver of subrogation in favor of the county.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 1101 Beach St. Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED Cole Williams Media LLC 900 S Saginaw St Flint, MI 48502	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

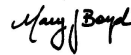
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P101.846.487.3	05/03/2025	05/03/2026	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County including all employees, elected and appointed officials and volunteers, all boards, commissions, and or authorities, and their board members, employees, and volunteer as additional insured. Coverage shall be primary and non-contributory. including a waiver of subrogation in favor of the county.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 1101 Beach St. Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2341

Agenda Date: 10/15/2025

Agenda #: 5.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension between Genesee County and Paul Scott & Associates, PLLC, in the amount of \$304,000.00, to provide legal representation for indigent fathers who are involved in child protective proceedings, the term of this extension is from October 1, 2025 - September 30, 2026; the cost of this extension will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Paul Scott & Associates, PLLC, in the amount of \$304,000.00, to provide legal representation for indigent fathers who are involved in child protective proceedings; the term of this extension is from October 1, 2025 - September 30, 2026; the cost of this extension will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004.

BACKGROUND:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings. The underlying agreement is reflected in Resolution # 2024-1292.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings. The scope of work for indigent fathers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in this scope of work. The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent fathers in this specialty court.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

the cost of this extension will be paid from accounts 1010-662.00-818.003 (\$301,000) and 2915-662.00-801.004 (\$3,000).

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The request furthers the county's priority of enhancing community growth by allowing for legal services to be provided to indigent fathers in child protective proceedings.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Paul Scott & Associates, PLLC, whereby Paul Scott & Associates will provide legal representation for indigent fathers involved in child protective proceedings for the extension period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$304,000 to be paid from accounts 1010-662.00-818.003 (\$301,000) and 2915-662.00-801.004 (\$3,000), is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Contract
with Paul Scott & Associates, PLLC

This Extension is between Paul Scott & Associates, PLLC and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as an extension to the underlying agreement entered into between the parties, reflected in Resolution # 2024-1292.

WHEREAS, the Parties executed a professional services contract effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would perform legal services for indigent fathers who are involved in child protective proceedings; and

WHEREAS, the Parties wish extend the contract for an additional year, as specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$304,000.00, for the extension period.
2. The remaining terms of the agreement remain unchanged and in full effect.

Paul Scott & Associates, PLLC

COUNTY OF GENESEE

By: _____
Paul Scott
Managing Attorney

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Paul Scott & Associates, PLLC**, a **Michigan Professional Limited Liability Company** whose principal place of business is located at **8445 South Saginaw Street, Suite 300, Grand Blanc, Michigan 48439** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of \$301,000.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding training. The total amount paid to the Contractor shall not exceed \$3,000. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage.

Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business,

or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members,

employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

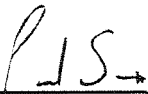
16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

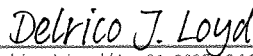
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

PAUL SCOTT & ASSOCIATES, PLLC

COUNTY OF GENESEE

By: 
Paul Scott
Managing Attorney

Date: 1-21-25

By: 
Delrico J. Loyd (Jan 21, 2025 16:16 EST)
Delrico Loyd, Chairperson
Board of County Commissioners

Date: Jan 21, 2025

EXHIBIT A

Description of the Services

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings.

There are four (4) judges and two (2) full-time referees in the Family Division.

The scope of work for legal services for indigent fathers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals and representation at PPO show-cause hearings, parenting time show causes, child support show causes, and child support arraignments are also included in the scope of work.

The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent fathers in this specialty court.

The court will review scheduling to minimize conflicts between referee hearings and trials with the judges.

One attorney will be assigned to each of the family division judges, and Paul Scott will act as the managing attorney.

Advance approval from the Court is required for any attorney to provide legal services for indigent fathers under this contract.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 12, 2025

Genesee County
1101 BEACH ST
FLINT MI 48502-1428

Account Information:

Policy Holder Details :	Paul Scott & Associates PLLC
-------------------------	------------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L SQUARED INSURANCE AGENCY LLC/PHS 81151214 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:		
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Paul Scott & Associates PLLC 8445 S SAGINAW ST STE 300 GRAND BLANC MI 48439-2086	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		81 SBA BA4Z70	10/01/2025	10/01/2026	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			81 SBA BA4Z70	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						BODILY INJURY (Per accident)	
	HIRE AUTOS ☒						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Additional Insured - Designated Person Or Organization Form SL3042 attached to this policy.

CERTIFICATE HOLDER

Genesee County
1101 BEACH ST
FLINT MI 48502-1428

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Head Insurance Agency, Inc. P.O. Box 160730 Austin, TX 78716-0730	CONTACT NAME: Vicki Lynne Klopfenstein		
	PHONE (A/C, No, Ext): (800) 950 0551	FAX (A/C, No): (877) 839 6107	
	E-MAIL ADDRESS: vicki@dhia.com		
INSURED Paul Scott & Associates, PLLC 8445 S Saginaw St Ste 300 Grand Blanc, MI 48439-2086	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Liability & Fire Insurance Company		20052
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO ☐						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS ☐						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ☐						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ☐							\$
	UMBRELLA LIAB ☐						EACH OCCURRENCE	\$
	EXCESS LIAB ☐						AGGREGATE	\$
	DED ☐ RETENTION \$ ☐							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N / A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Lawyers Professional Liability Insurance Policy			LP104953	5/10/2025	5/10/2026	Each Claim	\$ 1,000,000
							Aggregate	\$ 2,000,000
							Deductible	\$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR PROOF OF COVERAGE PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Klopfenstein

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2390

Agenda Date: 10/15/2025

Agenda #: 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of an agreement between Genesee County and Dr. Larry Kage, D.O., in an amount not to exceed \$55,000.00, to provide physician services at Genesee County's Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 20, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Larry Kage, D.O., in an amount not to exceed \$55,000, to provide physician services for the youth at the Genesee County Juvenile Justice Center for the extension term commencing October 1, 2025 through September 30, 2026; the cost of this contract extension will be paid from account 2920-356.00-801.028.

BACKGROUND:

The Genesee County Juvenile Justice Center is a court-operated facility licensed through the State of Michigan. Licensing rules require that youth in the secure detention program are provided with health care services. Dr. Kage is a licensed medical doctor in the State of Michigan. In addition to a license check, the facility also completes a criminal background check and a central registry check.

DISCUSSION:

Dr. Kage provides the following health care services for youth at the GCJJC: medical examinations within 48 hours of admission; route medical treatment; emergency consultations; annual physical examinations; co-supervision of hospital care as requested; on-site requested or required medical services; on call (by phone) for 24/7 operation.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost for this contract extension is not to exceed \$55,000 and will be paid from account 2920-356.00-801.028. These services are included in the approval childcare fund annual plan and budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The required services are provided by Dr. Kage in compliance with the court-operated licensing rules.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize an extension of the professional services contract between Genesee County and Larry Kage, D.O. ("Dr. Kage"), whereby Dr. Kage will provide physician services for youth at the Genesee County Juvenile Justice Center for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$55,000.00 to be paid from account 2920-356.00-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Agreement
with Larry Kage, D.O.

This Extension is between Larry Kage, D.O. and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the 7th Judicial Circuit Court, Family Division (the Contractor and the County together, the "Parties"), as an Extension to the underlying agreement entered into between the Parties, reflected in #24-672 and Res. #2025-1141, for physician services for youth at the Genesee County Juvenile Justice Center (GCJJC).

WHEREAS, the Parties executed a contract, effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would provide physician services for youth at GCJJC; and

WHEREAS, the Parties wish to extend the contract for an additional year, as contemplated and specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$55,000, for the extension period.
2. The remaining terms of the Agreement remain unchanged and in full effect.

Larry Kage, D.O.

COUNTY OF GENESEE

By: _____
Larry Kage, D.O.

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



Aspen Specialty Insurance Company
30 S Wacker Drive, Suite 1350
Chicago, IL 60606

Premium Indication for:

Insured Name: Larry E Kage, DO

Submission ID: MM10Q0000643152

Dear Monte,

Based upon the information provided regarding the above captioned account, we are pleased to provide you with the following indication for Professional Liability Insurance on behalf of Aspen Specialty Insurance Company, which is a member of The Aspen Group rated A (Excellent), XV by A.M. Best.

Please note that coverage is being offered on a non-admitted basis. It is the responsibility of the broker to conform to the laws and regulations of the applicable jurisdiction, including, but not limited to, payment of premium taxes, procuring of affidavits and compliance with surplus lines laws. Indicated premiums are not inclusive of any applicable taxes and fees. The agent or broker of record must hold a valid surplus lines license in the state where the insured is domiciled. For binding purposes, we will require the surplus lines license holder's name and his or her license number, as indicated on the enclosed form.

We appreciate this opportunity to work with you and look forward to discussing this indication in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Gossett", written in a cursive style.

Thomas Gossett

VP, Medical Prof. Liability

Thomas.Gossett@Aspen-Insurance.com



Aspen Specialty Insurance Company

Professional Liability Insurance for Physicians and Surgeons

CLAIMS-MADE PREMIUM INDICATION

Date 08/19/2025

From: Thomas Gossett, VP, Medical Prof. Liability
Thomas.Gossett@Aspen-Insurance.com

To: Zimmermann, Monte
Western Summit, LLC

APPLICANT INFORMATION			
Applicant:	Larry E Kage, DO	Submission ID: MM10Q0000643152	
Applicant Address:	6445 Hickory Hollow Court Flint, MI 48532	Renewal Of: MM0124T24	
Medical Specialty:	Pediatrics limited to services at Genesee Valley Regional Center	Code:	80267

COVERAGE AND PREMIUM		
Insurer:	Aspen Specialty Insurance Company	
Policy Period:	Inception Date: 09/05/2025	Expiration Date: 09/05/2026
	Effective 12:01am Standard Time at the address of the Applicant	
Retroactive Date:	09/05/2024	
Limits of Liability:	Per Claim:	\$200,000
	Annual Aggregate:	\$800,000
Deductible:	\$10,000	Applies to each and every claim
Extended Reporting Period Options:	12 Months	150% of full annual premium
	36 Months	200% of full annual premium
	60 Months	250% of full annual premium
	DDR	Prem waiver in cases of death, disability and retirement (age 55 with 5 years vested)
Policy Premium:	\$16,900	25% minimum earned premium; no flat cancellation allowed
Commission:	\$1,690.00	

TERMS AND CONDITIONS	
•	Claims-made form: written demand
•	Reflects part-time practice
•	Deductible applies to indemnity and defense costs
•	Expenses outside the limits of liability with cap of \$200,000
•	No consent to settle provision
•	Coverage limited to services provided on behalf of Genesee Valley Regional Center

Coverage may not be bound until a written order is received and the following information has been reviewed and approved by an authorized underwriter:

SUBJECTIVITIES	
•	Completed Surplus Lines Producer Information form.

SCHEDULE OF FORMS AND ENDORSEMENTS	
Form Number	Form Name
SNMI 0314	Michigan Surplus Lines Notice
ASPML005 0223	Professional Liability Insurance Policy for Physicians and Surgeons
ASPCO098 0213	Signature Page
ASPCO002 0821	General Service Of Suit Notice
ASPCO021 0616	OFAC ENDORSEMENT
ASPML009 1016	Supplementary Payments with Claim Expense Limit
ASPML014 1016	Extended Reporting Period Optional Provisions Endorsement
ASPML019 1016	Limitation Endorsement
ASPMEDCO003 0923	Protected Health Information Endorsement

Note: Forms and endorsement titles are used for ease of reference only. If you have questions regarding the scope of the above documents, please request a specimen copy using the corresponding form number above.

This indication is valid until: 09/05/2025

Please be aware that if prior to the effective date of binding coverage there is: a) any material change in the information requested by and/or submitted to Aspen or b) any claim made against any insured or any notice of potential claim, occurrence, circumstance or wrongful act given under the expiring policy (if applicable), or c) any material change in the hazard or risk contemplated in this quotation, the applicant must advise Aspen immediately and prior to binding coverage. Aspen fully reserves its rights with respect to the acceptance or denial of this risk in the event of any of the above.

This coverage is being offered on a non-admitted basis. It is the responsibility of the broker to conform with the laws and regulations of the applicable jurisdiction, including, but not limited to, payment of premium taxes, procuring of affidavits and compliance with surplus lines laws. Indicated premiums are not inclusive of any applicable taxes and fees. The agent or broker of record must hold a valid excess & surplus license in the state where the insured is domiciled.



SURPLUS LINES PRODUCER INFORMATION

INSURED INFORMATION		
Named Insured	Larry E Kage, DO	
Principal / Exposure State	MI	
Issuing Company	Aspen Specialty Insurance Company	
Policy Number		
Policy Period	Inception Date: 09/05/2025	Expiration Date: 09/05/2026

PRODUCER INFORMATION			
Surplus Lines Producer:			
Surplus Lines Individual – Broker			
Address: (If different from Broker Address)			
	City:	State:	
Surplus Lines License #:			
Surplus Lines Transaction# (NJ Only):			

PREMIUM INVOICE:

work
malpractice

POLICY # - MM10Q0000643152
INSURANCE CARRIER – ASPEN Specialty



Billing Contact: David Stuter
Email: david@backuspayne.com
Phone: 248. 218.4163 | Fax: 248.283.6797

INSURED:

L. Kage Healthcare, PC
Larry Kage, DO
6445 Hickory Hollow Ct.
Flint, MI 48532

Due Date	Payment Options	Payment	Installment
09/05/2024	1.) Full Payment of Annual Premium + Surplus Lines Tax *** Would you like to pay via credit card or ACH? Visit www.backuspayne.com and select "Make a Payment" ***	\$10,310	--
Current balance due must be received IN OUR OFFICE on or before due date(s) indicated above to avoid cancellation. Please allow a minimum of 7 days for delivery by mail.			

RETURN BOTTOM PORTION WITH YOUR CHECK

REMIT TO:

Backus Payne & Associates
1460 Walton Blvd, Suite 221
Rochester Hills, MI 48309

Company: L. Kage Healthcare, PC
Policy Number: MM10Q0000643152
Insurance Carrier: Aspen Specialty
Due Date: 09/05/2024
Amount: \$10,310
Check #: _____

Make all checks payable to Backus Payne & Associates
THANK YOU FOR YOUR BUSINESS!

PREMIUM INVOICE: P-GRP010070

TAIL
2024

POLICY # - P-GRP010070

INSURANCE CARRIER - Positive Physicians Insurance Co.

INSURED:

L. Kage Healthcare, PC
Larry Kage, DO
6445 Hickory Hollow Ct.
Flint, MI 48532



Backus Payne

Billing Contact: David Stuter
Email: david@backuspayne.com
Phone: 248. 218.4163 | Fax: 248.283.6797

Due Date	Payment Options	Payment	Installment
09/05/2024	1.) Full Payment of Annual Premium *** Would you like to pay via credit card or ACH? Visit www.backuspayne.com and select "Make a Payment" ***	\$4,828	--
Current balance due must be received IN OUR OFFICE on or before due date(s) indicated above to avoid cancellation. Please allow a minimum of 7 days for delivery by mail.			

RETURN BOTTOM PORTION WITH YOUR CHECK

REMIT TO:

Backus Payne & Associates
1460 Walton Blvd, Suite 221
Rochester Hills, MI 48309

Company: L. Kage Healthcare, PC
Policy Number: P-GRP010070
Insurance Carrier: Positive Physicians Insurance Co.
Due Date: 09/05/2024
Amount: \$4,828
Check #: _____

Make all checks payable to **Backus Payne & Associates**

THANK YOU FOR YOUR BUSINESS!



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2394

Agenda Date: 10/15/2025

Agenda #: 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Jerome Threlkeld, Organizational Development Coordinator

RE: Approval of the Genesee County Volunteer Time Off Policy

BOARD ACTION REQUESTED:

Approval of the Genesee County Volunteer Time Off Policy

BACKGROUND:

Genesee County encourages employees to become involved in the community through volunteering to support programs and events that positively impact where we work, live and serve. The purpose of this policy is to outline the opportunities and procedures for Genesee County employees to engage in community volunteering activities.

DISCUSSION:

"The best way to find yourself is to lose yourself in the service of others." - Mahatma Gandhi

Volunteering is an avenue to make our common purpose thrive - *Making a positive impact for Genesee County*. The intention of this program is to create community engagement opportunities for employees that are meaningful, purposeful and help those in our community. Our hope is that participating in these activities will enrich and inspire the lives of our employees while living out our values.

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

Healthy, Livable & Safe Communities - promoting environmental stewardships through service and

teamwork; Inclusive/Collaborative Culture - bringing diverse people together for a cause through service, compassion and excellence.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan ("Board"), hereby adopts and authorizes the implementation of the attached Volunteer Time Off Policy ("Policy").

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past policies related to volunteer time off, that any other resolutions or policies previously adopted by this Board related to volunteer time off are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.



XX.XXX: Volunteer Time Off

Effective: xx/xx/xxxx – RES-XXXX-XXX

Purpose:

Genesee County encourages employees to become involved in the community through volunteering to support programs and events that positively impact where we work, live and serve.

The purpose of this policy is to outline the opportunities and procedures for Genesee County employees to engage in community volunteering activities. The intention of this program is to create community engagement opportunities for employees that are meaningful, purposeful and helps those in our community. Our hope is that participating in these activities will enrich and inspire the lives of our employees.

Authority and Responsibility:

This policy is authorized by the Board of Commissioners. Departments are responsible for appropriate Kronos coding. Human Resources is responsible for any questions regarding the implementation and utilization of this policy. [The Board of Commissioners will approve volunteer opportunities.](#) The Board ~~office~~ Office is responsible for ~~selecting and~~ announcing [events and](#) dates [to staff](#). Departments/Offices are responsible for approving time off.

Application:

This policy shall apply to all benefit-eligible employees.

Collective bargaining agreements should be reviewed for additional terms and conditions for employees represented by a union. In instances where the collective bargaining agreement and this policy do not align, the collective bargaining agreement shall prevail for employees represented by the union.

Paid Volunteer Days shall not be used to create overtime. [Additionally, an employee shall not be entitled to volunteer for overtime/compensation time during any week that they take Volunteer Time Off.](#) Utilization of paid volunteer time must be approved in advance.



When considering approval of Volunteer Time Requests, Department Heads shall ensure appropriate staffing levels to remain open. [Department Heads shall not approve Volunteer Time Off where they know it will result in any staff being required to work overtime.](#)

Definitions:

Paid Volunteer Time – Paid time off from normal duties to volunteer at authorized volunteer opportunities.

Authorized Volunteer Opportunities – Events and opportunities selected by Genesee County for eligible employees to utilize paid volunteer time.

Eligible Employee – Benefit employees who have completed 520 hours of employment.

CBA – Collective Bargaining Agreement which outlines the terms and conditions of employment for represented employees.

Volunteer Request and Acknowledgement – The form to be completed by the employee requesting to use paid volunteer time. Outlines the responsibilities of employees while volunteering. Signed by the department head or designee for approval.

Policy & Procedure:

Eligible non-union employees will have 16 paid hours per calendar year to be utilized for approved volunteer events. Each paid volunteer opportunity will be no less than four (4) hours.

Volunteer opportunities will be designated by Genesee County.

Procedure

1. **Announcement of Volunteer Opportunities** – Approved volunteer opportunities will be selected and announced to employees through various methods such as email and intranet postings.
2. **Approvals** – Employees must request volunteer time off from their supervisor with reasonable advance notice using the form below. Approval is at the discretion of the department head/elected official or designee based on operational needs of the department.
3. **Compensation** - Employees will be paid at their normal hourly straight time rate of pay inclusive of shift premiums for volunteer hours used.



GENESEE COUNTY
— M I C H I G A N —

4. Employee Responsibilities

- a. Follow all policies and procedures as a Genesee County employee.
- b. Be a positive representative of Genesee County.
- c. Volunteer for not less than four (4) hours (no more than eight (8) hours) for each paid volunteer opportunity used.

**See Request and Acknowledgment form on next page.



GENESEE COUNTY
— M I C H I G A N —

Volunteer Request and Acknowledgement

I, _____ am requesting to utilize paid volunteer hours
(employee name)
on _____ to volunteer at a Genesee County authorized volunteer opportunity.
(date)

Which Genesee County authorized volunteer opportunity did you choose?

I understand while utilizing a paid volunteer day:

- I am representing GC as an employee and am required to adhere to all policies and procedures which apply to my employment.
- I agree to volunteer for the entire time of the authorized volunteer opportunity: four (4) hours or eight (8) hours.
- If I volunteer more than eight (8) hours in one day, I will only be paid eight (8) hours.
- It is my responsibility to follow the call-in procedures if I am unable to attend the volunteer opportunity and if calling off, I will be required to use appropriate paid time off for the day.
- Any violations of policies, misconduct or failure to attend the volunteer day may result in disciplinary action up to and including termination.

Employee Printed Name: _____

Employee Signature: _____

Title: _____

Department: _____

Date: _____

_____ Approved

_____ Not Approved



GENESEE COUNTY
— M I C H I G A N —

Supervisor Signature: _____

Date: _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2397

Agenda Date: 10/15/2025

Agenda #: 8.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator; and Jillian Macey, Executive Captain, Genesee County Sheriff's Office

RE: Approval of Agreement with Sentinel Offender Services, LLC, for Tether and Monitoring Services

BOARD ACTION REQUESTED:

The Genesee County Sheriff's Office and 7th Judicial Circuit Court - Family Division are requesting approval of a contract with Sentinel Offender Services, LLC, for tether and monitoring services for adult and juvenile offenders. This total cost of this agreement is not to exceed \$350,000 (not to exceed \$300,000 for adult offenders; not to exceed \$50,000 for juvenile offenders), to be paid from accounts 1010-352.00-801.004 and 2920-664.00-868.020, respectively.

BACKGROUND:

Sentinel Offender Services, LLC, was identified through the Request for Proposal process, disseminated July 2, 2025 via RFP # 25-456, for tether and monitoring services, as a joint request by the Sheriff's Office and Juvenile Section of the Circuit Court Family Division.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

This total cost of this agreement is not to exceed \$350,000 (not to exceed \$300,000 for adult offenders; not to exceed \$50,000 for juvenile offenders), to be paid from accounts 1010-352.00-801.004 and 2920-664.00-868.020. The juvenile portion of the agreement is part of the approved child care fund plan and budget for FY 2025-26. A budget amendment is attached to increase the 1010-352.00-801.004 budget by \$8,000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This agreement will advance the county's priorities of ensuring safe, livable, and healthy communities for residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator and Executive Captain of the Office of Genesee County Sheriff to authorize entering into a professional services contract between Genesee County and Sentinel Offender Services, LLC (Sentinel), whereby Sentinel will provide tether and monitoring services for adult and juvenile offenders for the period commencing October 1, 2025, through September 30, 2028, at a cost not to exceed \$350,000 to be paid from accounts 1010-352.00-801.004 (not to exceed \$300,000) and 2920-664.00-868.020 (not to exceed \$50,000), is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Beach Street, Flint, Michigan 48502 (the “County”), and Sentinel Offender Services, LLC, a California limited liability company, whose principal place of business is located at 1220 North Simon Circle, Unit C, Anaheim, CA 92806 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on October 1, 2025, and shall be effective through September 30, 2028 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to two (2) additional one-year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified under “Costs/Pricing” on Exhibit A. The total annual amount paid to the Contractor shall not exceed \$350,000, with \$50,000 to the the 7th Judicial Circuit Court – Family Division for juvenile offenders and \$300,000 to the Sheriff’s Office for adult offenders.

The Contractor must provide separate monthly invoices to the Court and Sheriff’s Office, based on the devices assigned to the offender (i.e., juvenile offender and adult offender). The Contractor shall provide such monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as offender identification. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is Sam Olson (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.5 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

8.6 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

8.7 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Audit Rights

11.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any

payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

11.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

12. Identity Theft Prevention

12.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

12.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

13. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State

of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000_____ per occurrence and a \$2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

13.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
324 S. Saginaw Street, Flint, MI 48502

7th Judicial Circuit Court – Family Division
900 S. Saginaw Street, Flint, MI 48502

2. Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

13.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

14. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

15. General Provisions

15.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

15.1.1. The Contract – This Professional Services Contract

15.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

15.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

15.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

15.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

15.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

15.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

15.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

15.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

15.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

15.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

SENTINEL OFFENDER SERVICES, LLC

COUNTY OF GENESEE

By: _____
Dennis Fuller
Chief Financial Officer

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

Sentinel Offender Services, LLC ("Sentinel") shall provide comprehensive tether equipment and monitoring services for the Genesee County Sheriff's Office and 7th Judicial Circuit Court – Family Division Juvenile Section, for offender tracking/monitoring of adult offenders and juvenile offenders, respectively. Sentinel agrees to collaborate with the Sheriff's Office and Juvenile Section to develop and implement effective, state-of-the-art electronic monitoring equipment and monitoring services to provide comprehensive tracking of adult and juvenile offenders.

In furtherance of these services, Sentinel shall provide one (1) full-time dedicated, on-site technician who will perform installation, removal, support, retrieval, and maintenance services for the program as well as meet with and assist Sheriff and Juvenile Section personnel as needed along with the provision of any necessary reporting and training. The on-site technician shall have a full-time office space at the Genesee County Jail, and shall be expected to travel and coordinate installation at the Genesee County Jail, Genesee County Juvenile Justice Center, and Juvenile Probation Department locations.

Customer Service and Support

Sentinel shall provide customer service and support to the Sheriff's Office and Juvenile Section. Record-keeping of all tether participants and violators shall be maintained. Sentinel shall perform customization of GPS monitoring notifications and parameters as required.

The following customer service and support shall include, but not be limited to:

CUSTOMER SERVICE & PROGRAM SUPPORT
Equipment Maintenance Services – OM500™ GPS and SCRAM CAM
Tool Kits – OM500™ GPS and SCRAM™ CAM
Training – Onsite & Webinar
Monitoring Center - Alert Response Support
Monitoring Center & Help Desk – Customer Service & Support
Shipping of Equipment To and From Genesee County

Equipment

Sentinel shall provide GPS/location tracking devices and Alcohol monitoring for adult and juvenile offenders.

Sentinel shall ensure the Sheriff's Office and Court have sufficient on-site tether equipment inventory at all times to accommodate the daily needs for the adult and juvenile populations.

The following equipment components shall be provided:

TETHER EQUIPMENT	
OM500™ GPS Tracking Device	
Optional OM500™ Beacon – Available for Select Program Participants Located in Impaired Tracking Environments	
SCRAM™ CAM Transdermal Alcohol Monitoring Bracelet	
SCRAM™ CAM Transdermal Alcohol Monitoring Cellular/Wireless Base Station	
SCRAM™ CAM Transdermal Alcohol Monitoring Ethernet Base Station	
ACCESSORIES & CONSUMABLES	
OM500™ Standard Strap	
OM500™ Extra Long Strap	
OM500™ Backplate	
OM500™ Pin Sets	
OM500™ Magnetic Charging Cord	
SCRAM™ CAM Installation Kit	
SCRAM™ CAM Buckle and Strap Kit	
SCRAM™ CAM Battery and Faceplate Kit	
SCRAM™ CAM Base Station Power Supply	
SCRAM™ CAM Ethernet Base Station – Ethernet Cable	

Sentinel shall coordinate the retrieval of lost, damaged, or abandoned equipment.

Monitoring

Sentinel shall provide 24 hours per day / 7 days per week / 365 days per year monitoring services to ensure compliance with court orders for GPS monitoring and alcohol tethers, and shall work with the Sheriff's Office personnel, Juvenile Probation personnel regarding notifications and violations. Reports shall be provided daily, and otherwise on request, to the Sheriff's Office and Juvenile Probation Department.

Service, battery, tamper, and maintenance notifications shall be coordinated by Sentinel. Notifications shall be directed to the offender, and/or the offender's

parent/guardian if a juvenile. Violation and incident reports shall be provided to the Sheriff's Office and Juvenile Probation Department.

The following monitoring software/services shall include, but not be limited to:

MONITORING SOFTWARE
OM500™ GPS Tracking Monitoring Software - SentinelDNA™
OM500™ GPS Tracking Mobile Monitoring Application – DNA Mobile™
SentinelDNA™ Program Analytics – Point Pattern Analysis & Event Detection
SCRAM CAM Alcohol Monitoring Software - SCRAMNet™
Customized Notification Procedures
Customized Escalation Procedures Including Calls to Program Participants and Department Personnel for OM500™ GPS Tracking Alerts
Access to Standard and Customized Reports

Program Function	Equipment and Service
Electronic Monitoring Platform	SentinelDNA Monitoring Application
Mobile Application	DNA Mobile Application
24-Hour Monitoring Support	Sentinel National Monitoring Center
Administrative and Account Support	Contract Management and Support
	Implementation and Installation
	Training – Initial and On-Going
	Equipment Delivery, Repair, and Maintenance
	Billing
Equipment installation, removal, retrieval, inventory, maintenance, testing, troubleshooting, cleaning and shipping related duties that facilitate the daily operation of the program	Sentinel's Local On-site Technician

Costs/Pricing

All services outlined under this agreement shall be billed at a per diem rate per offender based on the following:

TETHER EQUIPMENT	COST PER DAY
OM500™ GPS Tracking Device	\$4.45
Scram CAM Transdermal Alcohol Monitoring Bracelet w/Ethernet Base Station	\$6.50
Scram CAM Transdermal Alcohol Monitoring Bracelet w/Cellular Base Station	\$7.39

Sentinel shall provide separate monthly invoices, based on the above, to the Family Division Juvenile Section and Sheriff's Office, based on the devices assigned to the offender type. Juvenile offenders shall be billed to the Family Division Juvenile Section, and adult offenders shall be billed to the Sheriff's Office.

As required/requested by the Juvenile Section or Sheriff's Office, cut-resistant straps shall be provided at the following cost per unit:

OTHER COSTS	COST
OM500™ Cut Resistant Strap	\$39.00 each

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
1010-352.00-801.004	SERV CONT GENERAL	8,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2406

Agenda Date: 10/15/2025

Agenda #: 9.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension with Peckham Vocational Industries, Inc., whereby Peckham will provide vocational rehabilitation services for youth in the Career Academy and Career Academy Plus program, and for youth placed into Juvenile Justice Center residential program for a two-month term commencing October 1, 2025 through November 28, 2025, in an amount not to exceed \$106,666.67, to be paid from account 2920-663.07-801.000

BOARD ACTION REQUESTED:

The Court is requesting approval of a two-month contract extension with Peckham Vocational Industries, Inc. ("Peckham"), whereby Peckham will provide vocational rehabilitation services for youth in the Career Academy and Career Academy Plus program, and for youth placed in the Genesee County Juvenile Justice Center residential program for a term commencing October 1, 2025 through November 28, 2025, in an amount not to exceed \$106,666.67 to be paid from account 2920-663.07-801.000.

BACKGROUND:

Peckham has provided vocational rehabilitation services for youth who have been court-ordered to participate in court school-based programming. The underlying contract was entered into between the parties in FY 2024-25, reflected in Resolution # 2024-1221. Peckham will no longer be a juvenile service provider, effective November 28, 2025, as the Court transitions to a local day treatment and community-based service program for its court-involved youth. The present request ensures a responsible transition for youth currently in programming.

DISCUSSION:

Peckham provides a specialized trades program for youth aged 14-19 who have been court-ordered to participate in the Career Academy, Career Academy Plus, or the Genesee County Juvenile Justice Center residential program. The specialized trades program is designed to maximize the youth's individual and personal functioning through a combination of hard and soft-skill progressions related to specific career interests. Structured programming is offered related to construction trades or hospitality arts that will open pathways to a living wage, job stability, and professional fulfillment. Students can earn industry recognized credentials that will equip students with relevant skills and certifications to transition into work upon completion of the programs. Peckham will no longer be a juvenile service provider, effective November 28, 2025, as the Court transitions to a local day treatment and community-based service program for its court-involved youth. The present request ensures a responsible transition for youth currently in programming.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract extension is not to exceed \$106,666,67 to be paid from account 2920-663.07 -801.000. The services are part of the approved Child Care Fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The services foster healthy, livable, and safe communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Peckham Vocational Industries, Inc. (Peckham), whereby Peckham will provide vocational rehabilitation services for youth in the Career Academy and Career Academy Plus program, and for youth placed in the Genesee County Juvenile Justice Center residential program, for the period commencing October 1, 2025, through November 28, 2025, at a total cost not to exceed \$106,666.67 to be paid from account 2920-663.07-801.000, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Peckham Vocational Industries, Inc.

This Extension is between Peckham Vocational Industries, Inc. ("Peckham"), and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in Resolution # 2024-1221.

WHEREAS, the Parties executed a professional services agreement contract effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would provide community-based prevention services, vocational training, and day programming to court-involved youth; and

WHEREAS, the Court wishes to extend the agreement until November 28, 2025;

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for two months, for October 1, 2025 – November 28, 2025.
2. The compensation to be paid to the Contractor on this extension basis shall not exceed \$106,666.67.
3. The remaining terms of the agreement remain unchanged and in full effect. The agreement shall not be in effect beyond November 28, 2025.

PECKHAM, INC.

COUNTY OF GENESEE

By: _____
Jo Sperry
Chief Executive and Inclusion Officer

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Peckham Vocational Industries, Inc. d/b/a Peckham, Inc., a Michigan nonprofit corporation whose principal place of business is located at 3510 Capital City Blvd., Lansing, MI 48906** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$640,000. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit B (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such

as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

- 7.1 **Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any

period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

- 14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the

Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

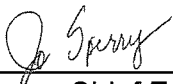
Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

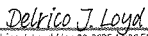
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

PECKHAM, INC.

By: 
Jo Sperry, Chief Executive and
Inclusion Officer

Date: 12/23/24

COUNTY OF GENESEE

By: 
Delrico J. Loyd (Jan 20, 2025 14:26 EST)
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: Jan 20, 2025

EXHIBIT A

Description of the Services

Peckham Inc. will provide a GED option for some students, as well as vocational training as part of the educational curriculum and as a viable alternative to residential placement.

The program goals are to reduce recidivism, improve social functioning, increase vocational performance, and provide job skills training for youth that have been unsuccessful in traditional settings. The program will provide structured programming to youth in the following areas:

- vocational evaluation, exploration, and skill training
- individual treatment and goal counseling
- cognitive behavioral treatment
- academic enhancement
- work related job shadows
- exposure to college and universities
- independent living skills
- personal and social skill development
- mentoring

Peckham's Specialized Trades Program is designed to maximize an individual's vocational and personal functioning through a combination of hard- and soft-skill progression related to his or her specific career interests. Developmentally appropriate, structured programming related to either Construction Trades or Hospitality Arts (Restaurant Ready & Guest Service Gold) will be offered, integrating classroom concepts with valuable and marketable hands-on skills that open pathways to living-wage income, job stability and professional fulfillment. Certifications upon successful program completion may be awarded.

The following courses and certifications are offered through the Specialized Trades Program:

- Construction Trades. Our Construction Trades course leads to two NCCER certificates, Construction Site Safety Orientation & Core Curriculum: Introductory Craft Skills. NCCER, an industry recognized credentialing program, requires the Core Curriculum as a prerequisite for trade certifications in carpentry, electrical, plumbing, sheet metal, welding, HVAC, industrial maintenance, insulating, ironwork and pipefitting. Students will take classes in construction math, hand and power tool use, construction drawings, basic rigging, and materials handling. Safety, communication, and employability skills will be emphasized. These skills are fundamental in that they can be applied at some level across a wide variety of occupations or serve as a basis for more advanced skill development.

The new 6th edition Core Curriculum will be delivered. This curriculum expands upon previous editions to safely demonstrate common job-site equipment including

extension ladders, grinders, multiple power saws, and power nail guns. Construction Trades classes will be offered to a cohort of up to eight students per class. The duration of the course is two hours per day, twice a week, for five months.

- Hospitality Arts Trade (Restaurant Ready & Guest Service Gold certs). Peckham partners with the National Restaurant Association Educational Foundation (NRAEF) to offer Peckham's Kitchen Project. The Kitchen project delivers skills-based training in six work-ready competency areas defined by the restaurant industry; these skills help participants acquire the skills, discipline, and confidence to start a food service job and stay employed. Participants can earn the NRAEF's nationally recognized Restaurant Ready certificate for workplace readiness. The modules include Work Shift; Personal Responsibility; Rules, Laws and Policies; Teamwork and Communication; Job Knowledge and Food Safety (Storing, Dating, & Reheating; Walk-in; Freezer; Hot & Dry Storage) and Organizing & Unloading. The Kitchen Project also certifies students in Guest Service Gold, which is the ideal starting point for a career in the hospitality industry which includes lodging, travel & tourism, food & beverage, and other recreational experiences. Through Guest Service Gold, participants learn how to anticipate guest needs, deliver memorable experiences, and turn around difficult situations. The modules focus on seven "golden opportunities" to deliver the highest level of guest service on an ongoing basis: Identifying approaches to individualized guest experiences; Developing ways to ensure guests feel welcomed; Learning to recover from service failures; Knowing the services being offered; Utilizing your passion to improve guest experiences and team morale; Leveraging commitment to improve guest service and team mindset; and, Utilizing your personality to improve the guest experience and differentiate yourself.

The Kitchen Project will be offered to a class of up to eight students. The duration of the course is two hours per day, two days per week, for eight weeks.

Job Development and Placement

Peckham provides excellent job development and placement services by utilizing our relationships with over 100 employers in various local industries. Our Specialized Trades Program job developer will work individually with program participants to facilitate career identification and placement with an employer that aligns with his or her career preferences. Additionally, through our strong partnerships with local American Job Centers (AJCs), Peckham connects eligible participants to a regional network of support and stays up to date on "Hot Jobs" and areas of need.

Handmade Goods

During the course, Trades students will be encouraged to produce handmade, one-of-a-kind items that demonstrates their mastery of select workshop tools and techniques. These items, which will be available for sale, include wooden coasters, bat houses, cutting boards and planter boxes. Kitchen Project items include made-

from-scratch dog treats, biscuits and muffins, popsicles, and cat treats. Additional items are art pieces and custom jewelry made by Embers students, who are girls and young women survivors of sexual assault and human trafficking

Peckham also provides the Embers program. Embers is a 12-week trauma informed group to provide opportunities for healing for young women who have experienced trauma. The program incorporates therapeutic art experiences, music therapy, yoga and breathing techniques for coping strategies. Students learn the skills to remove themselves from unsafe situations, to identify safe environments, to identify someone for encouragement and support, to have a safety plan, to utilize reflection skills, to value themselves more, and to apply the coping strategies learned from the program to help rebuild from trauma.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure P.O. Box 510187 New Berlin WI 53151	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: certs@hni.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Amerisure Insurance Company		19488
INSURER B : Amerisure Mutual Insurance Company		23396
INSURER C : CH - Federal Insurance Co.		20281
INSURER D : Accident Fund General Insurance Company		12304
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2143981909

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			CPP21154710401	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA21062510701	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU21063260702	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TBDWC10012024	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C A	Crime-EE Dishonesty Auto-Hired Physical Dam			J06077778 CA21062510701	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Incl Client Prop: \$2M Actual Cash Value \$50,000 Deductible \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County 7th Circuit Court is included as Additional Insured on the General Liability when required by written contract per the terms and conditions of the policy

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 7th Circuit Court
900 S. Saginaw St
2nd Floor, Ste. 206
Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE SEVENTH JUDICIAL CIRCUIT OF MICHIGAN

Honorable Anthony J. McDowell, Presiding Judge
Honorable Dawn M. Weier
Honorable Mary A. Hood

FAMILY DIVISION – JUVENILE SECTION

Samuel A. Olson, Administrator

900 SOUTH SAGINAW ST., RM. 104
FLINT, MICHIGAN 48502
810-257-3540

September 26, 2025

Peckham, Inc.
Peckham Youth Services & Reentry Success
ATTN: Sarah Britton, Director of Prevention & Reentry Services
3510 Capital City Blvd.
Lansing, MI 48906

RE: Genesee County Services Agreement

Dear Ms. Britton:

I am issuing this letter to inform Peckham, Inc. that the 7th Judicial Circuit Court- Family Division will not be moving forward to extend the agreement with Peckham, Inc. for the 2025-26 fiscal year. This is a reconsideration of earlier intentions.

The term of the current contract expires on September 30, 2025. However, in order to facilitate responsible transition planning, the Court would agree to an extension of services with Peckham through **November 28, 2025**, at the current rate.

In order for the Court to properly compensate Peckham, Inc. for services that have been and those that are to be rendered during the transition period, please provide a final invoice for payment by December 19, 2025.

The Court would like to express its gratitude for the services that your company has rendered over the past several years.

If you have any questions, please feel free to contact me at the number listed above. Again, thank you for your past service to our organization.

Sincerely,



Samuel A. Olson
Juvenile and Probate Court Administrator

CC: Honorable Anthony J. McDowell
Presiding Judge, 7th Judicial Circuit Court – Family Division



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2419

Agenda Date: 10/15/2025

Agenda #: 10.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan ("Board"), hereby adopts and authorizes the implementation of the attached Annual Evaluation of Direct Reports Policy ("Policy").

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past policies related to evaluations of positions that report directly to this Board, that any other resolutions or policies previously adopted by this Board related to evaluations of said positions are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.

Attachment



01.003: Annual Evaluation of Direct Reports

Effective: xx/xx/xxxx – RES-XXXX-XXX

Purpose:

It shall be the policy of the Genesee County Board of County Commissioners to annually evaluate the performance of all Genesee County employees who serve as its direct reports.

Authority and Responsibility:

The Governmental Operations Committee will develop/revise an evaluation instrument for each direct report, annually, and propose its adoption by the full Board of County Commissioners.

Application:

This policy will be applied annually.

Definitions:

1. Enter any keyword definitions here:
2. Alkdas sldkj wkl:

Policy:

1. Annually, the Governmental Operations Committee will propose to the full Board of County Commissioners the development or revision of evaluation instruments for each direct report.
2. After the adoption of the evaluation instrument, the Board of County Commissioners shall vote separately on a proposed process and timeline for completing the evaluation of its direct report(s).
3. All evaluations of direct reports by the Board of County Commissioners will be conducted in compliance with the Open Meetings Act and other relevant legal requirements.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2433

Agenda Date: 10/15/2025

Agenda #: 11.

To: Board of County Commissioners

From: Jessica Clemens, Director of Court Finance

RE: Approval of a blanket purchase order for FY 25/26 to Bob Barker Co. for the purchase of clothing, hygiene and housing supplies for the Juvenile Justice Center

BOARD ACTION REQUESTED:

Approval of a blanket purchase order to Bob Barker Co. in the amount of \$8,750.00 for the purchase of clothing, hygiene and housing related supplies for the Juvenile Justice Center.

BACKGROUND:

Bob Barker has been the provider for both the Juvenile Justice Center and the Sheriff's Office for several years and offers a variety of items at competitive prices.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

\$6,000.00 from 2920-356.00-752.000

\$2,750.00 from 2920-356.00-767.000

No additional county appropriation is required.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Utilizing a trusted vendor to provide bulk purchasing for better rates and cost-efficiency helps ensure long-term financial stability.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Director of Court Finance to authorize the issuance of a purchase order to Bob Barker Co. to provide clothing, hygiene, and housing-related supplies for the Juvenile Justice Center, for the period commencing upon approval of this resolution through September 30, 2026, at a total cost not to exceed \$8,750.00 to be paid from accounts 2920-356.00-742.000 (\$6,000.00) and 2920-356.00-767.000 (2,750.00), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 2025 meeting of the Governmental Operations Committee of this Board).



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☒ (Go to Question 2)

No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☒ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☒

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.