

LETTER OF AGREEMENT
Between
THE GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS
And
7th CIRCUIT COURT
(GENESEE COUNTY SPECIALTY COURT SERVICES)

THIS AGREEMENT is between Genesee County Specialty Court Services, hereafter referred to as the CONTRACTOR (900 S. Saginaw Street, Flint, Michigan 48502), and Genesee County Community Corrections, hereafter referred to as GENESEE COUNTY (630 S. Saginaw St. Flint, Michigan 48502).

WHEREAS, the Genesee County Community Corrections has authorized funds from the opioid settlements' Core Remediation account for the purpose of partnering with Genesee County Specialty Court Services to supplement partial funding for (2) Full Time Employees who serve as coordination and operations to the department and whereas a Request for Funding has been submitted and approved by the Genesee County Opioid Settlement Advisory Committee hereafter referred to as the OSAC and the Genesee County Board of Commissioners. This agreement defines the roles and responsibilities of the CONTRACTOR and GENESEE COUNTY.

Section 1 - STATEMENT OF WORK

The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

The CONTRACTOR shall:

- A. Deliver the prescribed services in accordance with the Specialty Court Coordinator and Specialty Court Operations Specialist position description (Attachments A and B).

Section 2 - SERVICES TO BE PROVIDED BY GENESEE COUNTY

For the purpose of this agreement, GENESEE COUNTY agrees to provide the following:

1. GENESEE COUNTY will aid the CONTRACTOR and monitor progress of the CONTRACTOR during the term of the contract.
2. Program and contract administration guidelines and standards for use by the CONTRACTOR.

Section 3 - PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2025, through September 30, 2026.

Section 4 - COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is **\$143,716.20 (Attachment C)**.

Payments are subject to, and contingent upon, availability of funding from the State Office of Community Corrections and the State Legislature or the Executive Branches. Payments may be limited, discontinued, or eliminated if the state fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The CONTRACTOR shall receive payments based on totals for salaries and fringes each month.

Section 5 - TERMINATION

This agreement shall continue in force and govern all transactions between the parties hereto until canceled or terminated by either party, but it is agreed that either party shall have the right, with or without cause, to cancel and annul this agreement at any time upon 30 days prior written notice to the other party. If notice is so given, this agreement shall terminate upon the expiration of thirty (30) days from the date of the notice, and the liability of the parties hereunder for the further performance of the terms of this agreement shall cease after said thirty (30) days, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

GENESEE COUNTY may void this contract if the CONTRACTOR or any subcontractor, manufacturer, or supplier of the CONTRACTOR appears in the register by the Michigan Department of Labor pursuant to Public Act 278 of 1980, as amended, Contracts with Employers Engaging in Unfair Practices Act, (MCLA 423.321 et seq).

Section 6 - SUBCONTRACTING AND ASSIGNABILITY

The CONTRACTOR shall not assign this agreement for the purpose of fulfilling this agreement without the prior written permission of GENESEE COUNTY. The CONTRACTOR is authorized to enter into subcontracts for the purposes of implementing programs and services identified in the approved Request for Proposal.

Section 7 - AMENDMENTS OR CHANGES IN AGREEMENT

This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing and except as to the administrative rules of GENESEE COUNTY at such time such rules are promulgated.

Any mutually agreeable change to the terms of this agreement must be in the form of a written amendment to the agreement and signed by the signatories to this agreement prior to the implementation of the change.

Section 8 - SEVERABILITY OF PROVISIONS

If any part of this Agreement is held to be invalid, unconstitutional or beyond the authority of either GENESEE COUNTY or the CONTRACTOR to enter into or carry out by a Court having appropriate jurisdiction, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which continues in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this agreement, this agreement shall terminate as of the date in which the provision was found to be invalid, unconstitutional or beyond the authority of the parties, and GENESEE COUNTY shall reimburse the CONTRACTOR for all services provided under this Agreement up to the effective date of termination.

Section 9 - DEFAULT

GENESEE COUNTY will not consider the CONTRACTOR to be in default of this agreement if the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, which causes shall include, but are not limited to, acts of God, strikes, or inability to obtain labor or materials on time. If the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, the completion of those obligations shall be rescheduled within a reasonable time by mutual agreement of the parties hereto. If it is not possible to reschedule within a reasonable time, this agreement may be canceled or terminated by GENESEE COUNTY upon thirty (30) days written notice to CONTRACTOR.

No payment shall be made by GENESEE COUNTY for goods or services not received or performed due to causes beyond the reasonable control of the CONTRACTOR.

Section 10 - NONDISCRIMINATION

In connection with the performance of services under this agreement, the CONTRACTOR agrees to comply with the provision of the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and specifically agrees not to discriminate against an employee or applicant for employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this agreement.

Section 11 - DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

This agreement shall be subject to disclosure under FOIA, Public Act 442 of 1976, as amended.

Section 12 - CONFORMITY WITH STATE LAW

This agreement shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

Section 13 - REPRODUCTION AND USE OF MATERIALS

GENESEE COUNTY is granted permission in perpetuity to reproduce and distribute any copyright and other materials which are generated as a result of this agreement. Data which originates from this contract agreement shall be "works for hire," as defined by the U.S. Copyright Act of 1976, and shall be owned by GENESEE COUNTY.

Section 14 - CONFIDENTIALITY

The CONTRACTOR shall comply with MDOC Policy Directive PD-DWA-1.22, Compliance by Consultants and Contractual Personnel with the Department's Regulation Concerning Confidentiality of Information and PD-DWA-25.01, Research Involving Corrections Facilities and Clients.

Section 15 - PRINCIPLE CONTACTS

The principle contacts for matters relating to this agreement shall be as follows:

FOR THE CONTRACTOR

Breana Benham, Director
Genesee County Specialty Courts
900 S. Saginaw St.
Flint, Michigan 48502
(810) 424-4412

FOR GENESEE COUNTY

Marlene Collick, Deputy Director
Community Corrections
630 S. Saginaw St.
Flint, Michigan 48502
(810) 424-5702

However, it is expressly agreed and understood that these contact persons shall have no authority to legally bind the CONTRACTOR and GENESEE COUNTY unless expressly stated herein.

Section 16 - CERTIFICATION

The persons signing this Agreement on behalf of GENESEE COUNTY and the CONTRACTOR certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

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

GENESEE COUNTY
7th CIRCUIT COURT

By: _____
Breana Benham, Director
Genesee County Specialty Courts

Date: _____

COUNTY OF GENESEE

By: _____
Delrico Loyd, Chairperson
Board of County Commissioners

Date: _____