

Genesee County

Governmental Operations Committee Agenda

Wednesday, June 11, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES

RES-2025-1857 Approval of Meeting Minutes - May 21, 2025

- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- **1.** RES-2025-1369 Approval of an update to Genesee County's Vehicle Operation & Driving for Work Policy
- 2. RES-2025-1687 Approval of a request by the Genesee County Prosecutor's office to enter into a 5-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files

VII. NEW BUSINESS

- 1. RES-2025-1743 Approval of a request by Genesee County's Prosecutor to apply for the 2026 Auto Theft Grant in the amount of \$219,945.00; this grant requires a 50% match
- 2. RES-2025-1800 Approval of a request by Genesee County's Community Corrections to apply for a grant, in the amount of \$630,677.10, from the Michigan Department of Corrections-Office of Community Corrections for FY 2026

- 3. RES-2025-1815 Approval of an agreement between Genesee County and United Way of Northwest Michigan, in an amount not to exceed \$200,000.00, to provide for the Genesee County Employee Tri-Share Program; the cost of this agreement will be paid from account 1010-202.00-801.004
- VIII. OTHER BUSINESS
- IX. ADJOURNMENT



Genesee County Staff Report

Genesee County Administration Building 1101 Beach St Flint, MI 48502

File #: RES-2025-1857 **Agenda Date:** 6/11/2025 **Agenda #:**

Approval of Meeting Minutes - May 21, 2025



Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, May 21, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 5:49 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Brian K. Flewelling and Delrico

J. Loyd

Absent: Charles Winfrey

III. APPROVAL OF MINUTES

RES-2025-1792 Approval of Meeting Minutes - May 7, 2025

RESULT: APPROVED

MOVER: Delrico J. Loyd

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2025-1369 Approval of an update to Genesee County's Vehicle Operation &

Driving for Work Policy

RESULT: POSTPONED MOVER: Dale K. Weighill SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

2. **RES-2025-1687**

RE: Approval of a request by the Genesee County Prosecutor's office to enter into a 5-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

3. RES-2025-1732

Approval of a request by Genesee County's Sheriff's Department to correct RES-2022-295 to match the RFP and current signed contract which expires on June 30, 2026

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: Brian K. Flewelling

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

4. <u>RES-2025-1753</u>

Approval of an agreement between Genesee County and Variety Food Services, in the amount of \$367,200.00, to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs; the term of this agreement is July 1, 2025 through June 30, 2026; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Brian K. Flewelling

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

5. **RES-2025-1789**

Approval of a resolution acknowledging June 2025 as Pride Month in Genesee County

RESULT: DENIED

MOVER: Delrico J. Loyd SECONDER: Dale K. Weighill

Aye: Chairperson Weighill and Commissioner Loyd

Nay: Vice Chair Shumaker and Commissioner Flewelling

Absent: Commissioner Winfrey

RES-2025-1809 Motion to add RES-2025-1808 to the agenda.

RESULT: APPROVED
MOVER: Delrico J. Loyd
SECONDER: Dale K. Weighill

Aye: Chairperson Weighill, Vice Chair Shumaker,

Commissioner Flewelling and Commissioner Loyd

Absent: Commissioner Winfrey

RES-2025-1808 Approval of a request from the Diversity, Equity & Inclusion

Commission for the Juneteenth Resolution 2025

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:13 PM.



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

File #: RES-2025-1369 Agenda Date: 6/11/2025 Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Chrystal Simpson, Chief Financial Officer

RE: Approval of an update to the Vehicle Operation & Driving for Work Policy

BOARD ACTION REQUESTED:

Approval of an update to the Genesee County Driving for Work Policy

BACKGROUND:

Genesee County's vehicle policies have not been updated in at least 10 years. With changes to state law, insurance requirements, vehicle costs, reporting procedures, and departmental use it has become necessary to update the policy. The attached draft policy combines multiple policies and procedures into one document addressing all countywide vehicle procedures.

DISCUSSION:

Risk Management requests that the Driving for Work Policy be updated to align with State of Michigan driving laws and insurance/liability exposure as it relates to driving vehicles on behalf of the county. This policy establishes procedures for the use of county owned, rented, and leased vehicles, as well as personal vehicles while on county business. The purpose of this policy is to promote the safe and proper use of county vehicles, to facilitate the safety of drivers and passengers, and to minimize potential loss and damage. Updates include defining authorized drivers, driver criteria, driver's responsibilities, addressing personal use of county vehicles, accident reporting procedures, IRS guidelines, driving record monitoring, and formalizing the process of taking home county vehicles.

IMPACT ON HUMAN RESOURCES:

Human Resources will aid Risk Management in communication and oversite of this updated procedure.

IMPACT ON BUDGET:

N/A

IMPACT ON FACILITIES:

Facilities will work to implement necessary reporting requirements for all county-owned vehicles.

IMPACT ON TECHNOLOGY:

File #: RES-2025-1369 Agenda Date: 6/11/2025 Agenda #: 1.

N/A

CONFORMITY TO COUNTY PRIORITIES:

This policy conforms to the County's priorities of promoting safe communities and ensuring all policies are consistently followed by all county departments through accountability.

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 Vehicle Operation & Driving for Work Policy ("Policy").

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past policies related to county vehicles or driving for work, that any other resolutions or policies previously adopted by this Board related to county vehicles or driving for work are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.

BE IT FURTHER RESOLVED, that upon adoption of this Policy, this Board authorizes the Department of Fiscal Services to establish procedures that may be necessary for implementation and delegates the implementation of said procedures to the County Risk Manager, and Fiscal Services is hereby directed to distribute the updated policy to all County departments.

Attachment



03.001: VEHICLE OPERATION & DRIVING FOR WORK POLICY

Effective: xx/xx/xxxx - RES-XXXX-XXX

Purpose:

This Policy establishes procedures for using county-owned, rented, or leased vehicles. Its purpose is to promote the safe and proper use of county vehicles, facilitate the safety of drivers and passengers, and minimize potential loss and damage.

Authority and Responsibility:

The Board of County Commissioners assigns implementation of this policy to Facilities & Operations. Facilities & Operations will consult with Risk Management regarding vehicle and equipment operations in which Genesee County has an interest and liability exposure. Facilities & Operations and the Risk Manager will work with Human Resources (HR) in all the following steps regarding driver's license requirements, vehicle fleet safety rules and regulations, auto liability, and auto physical damage claims.

Application:

This Policy applies to all County vehicle drivers and those operating personal vehicles within the scope of their employment.

Definitions:

- 1. <u>Authorized Driver:</u> Only drivers that meet all the criteria listed in section 1 are authorized to drive County vehicles.
- County Vehicle: any vehicle owned, leased, or rented by Genesee County and designed for use on public highways and any personal vehicle used for county business purposes.
- 3. <u>Personal Use:</u> Commuting to and from work, running a personal errand, vacation or weekend use, etc. are considered personal use of a county vehicle.



4. Acceptable Driving History:

- **a.** No significant violations in the past five (5) years of the following:
 - i. Manslaughter, negligent homicide, or other felony involving the use of a motor vehicle.
 - ii. Operating under the influence of liquor or drugs, DUI, etc.
 - iii. Operating while visibly impaired.
 - iv. Failing to stop and give identification at the scene of a crash.
 - v. Reckless driving
 - vi. Refusal to take a chemical test
 - vii. Fleeing or eluding a police officer
 - viii. Drag racing
 - ix. Failure to yield/show due caution for emergency vehicles
 - x. Driving at 16 mph or more over the legal speed limit
- **b.** Not more than one violation assigned three (3) points under the Michigan Motor Vehicle Code in the past three (3) years examples include:
 - i. Careless driving
 - ii. Disobeying a traffic signal or stop sign or improper passing
 - iii. 11-15 mph over the legal speed limit
 - iv. Failure to stop at a railroad crossing
 - v. Failure to stop for a school bus or for disobeying a school crossing guard
- **c.** Not more than two violations assigned two (2) points under the Michigan Motor Vehicle Code in the past two (2) years examples include:
 - i. Six (6) to ten (10) mph over the legal speed limit
 - ii. Open the alcohol container in the vehicle
 - iii. All other moving violations of traffic laws
- **d.** Not more than one (1) at-fault accident in a **county** vehicle within twelve (12) months.
- 5. <u>Unauthorized personnel:</u> Non-county employees, spouses, dependents, friends, family, and employees with unacceptable driving records.
- 6. <u>Hazardous Substance</u>: Any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions...or physiological deformations in such persons or their offspring.

Policy:

1. Driver Criteria & Administration: Employees are expected to drive safely and responsibly and to maintain a good driving record. Risk Management will review county employee motor vehicle records to determine driving records before an employee drives a county vehicle. Annually, Risk Management shall acquire employee driving records from the State of Michigan Secretary of State Office to verify valid driver's license status and acceptable driving history. Contractors or other individuals who are not Genesee



County employees or official County volunteers are prohibited from operating County vehicles unless expressed in a written contract. (Corporation Counsel and Risk Management must review contracts/Agreements extending this privilege).

2. Authorized Driver Responsibilities:

- **a.** Employees must display the highest professional conduct while operating a county vehicle.
- **b.** Employees must have a valid and current driver's license while operating a county vehicle.
- **c.** Employees must have current auto insurance while on County business when using a personal vehicle.
- d. Employee must have an acceptable driving history as defined in this Policy.
- e. Employees must take time to familiarize themselves with the county vehicle.
- **f.** Employees must ensure that an insurance certificate and vehicle registration are always present in the county vehicle.
- **g.** Drivers and passengers operating or riding in a county vehicle must always wear seatbelts.
- **h.** Employees must drive within the legal speed limits while operating a county vehicle, including on the road and in weather conditions.
- i. Employees must manage their environment to minimize distractions that could negatively affect their ability to drive safely and must comply with the <u>State of Michigan Distracted Driving Law</u>.
- i. No unauthorized passengers are allowed to ride in county vehicles.
- **k.** Employees must stop after a collision, assess for injuries, and secure the scene.
- I. Drivers are required always to maintain a safe following distance. Drivers should keep a two-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the distance should be increased to at least four seconds.
- **m.** Drivers must yield the right of way at all traffic control signals and signs requiring them. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
- n. Drivers must be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, look both ways for oncoming traffic before proceeding
- o. Employees must notify their supervisor if their driver's license is canceled, expired, refused, revoked, suspended, or restricted or if they have experienced any other change in the status of their driver's license (such as the addition or deletion of endorsements).
- p. Employees must notify their supervisor if they are arrested or cited for violating any part of the Michigan Vehicle Code concerning driving while intoxicated or reckless driving.



- **q.** Employees shall not drive a County Vehicle after a change in acceptable driving history and/or changes in their driver's license status. The supervisor and Risk Manager shall provide proof of reinstatement before driving a County Vehicle.
- **r.** Employees shall not operate a County Vehicle when their ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
- **s.** Employees shall not operate a County Vehicle under the influence of intoxicants and other drugs (which could impair driving ability). Doing so is sufficient cause for discipline, including termination of employment.
- **t.** Employees shall not transport any hazardous substances without prior approval from their supervisor and only in full compliance with relevant regulations.
- **u.** Employees are responsible for the security of County Vehicles assigned to them. The County Vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is unattended.
- v. Employees shall report any County Vehicle defects upon returning the vehicle to the Motor Pool.
- w. Employees shall comply with all applicable federal, state, and local statutes when operating County Vehicles.

These responsibilities are not intended to be all-inclusive. Each department may have additional departmental rules and/or regulations for County Vehicle use.

- 3. County Vehicle Use Restrictions or Revocation: Failure to comply with the Acceptable Driving History requirements, as described in this Policy, will restrict or revoke County Vehicle use privileges.
- 4. Accident Procedures: All employees must promptly report all accidents to their immediate supervisor. Reports should be made using the County Motor Vehicle Accident Report form, which is available on the Risk Management website (attached as Appendix A). All County Vehicles will include the Motor Vehicle Accident Reporting Procedures (attached as appendix B) to guide employees involved in motor vehicle accidents.
- 5. Employees Taking County Vehicles Home: County employees must seek approval from their supervisor before taking a County Vehicle home. County employees will be deemed a permissive user by the County as follows:
 - a. County employees must have an Acceptable Driving Record as detailed in this Policy. Risk Management must provide authorization before a County Vehicle can be taken home.
 - **b.** County employees must follow all Authorized Driver Responsibilities as detailed in this Policy.
 - **c.** County employees must provide Risk Management with a copy of their driver's license before taking the vehicle home.



- d. Genesee County employees taking county vehicles home will not at any time use the county-owned vehicle for personal use. The County Employees taking home county-owned cars will adhere to the Genesee County Driving Policies and Procedures. (The county-owned vehicle can sit in their driveway until they use it for business purposes.)
- **e.** County employee must review, complete, sign, and date a written request as follows: (Request Form Appendix C)
 - i. The County employee will be the only person to operate the County Vehicle.
 - ii. The County employee will provide a start date and end date for usage of the County Vehicle.
 - iii. The County Employee is to confirm if any other county employees or noncounty employees are passengers and describe the county vehicle usage (E.g., business meeting, location of business meeting, etc.).
- **f.** Personal use of unmarked law enforcement vehicles is prohibited unless the officer needs to report directly from home to a stakeout or surveillance site or is "on call" and if the use is officially authorized.
- **g.** Personal use of marked county vehicles is prohibited.
- **h.** Marked county vehicles should not be taken home. (K-9 units are exempt.)
- **6. IRS Guidelines for Personal Use of County Vehicles:** Personal use, as defined by this policy, is a taxable noncash fringe benefit
 - **a.** Mileage for permitted personal use of vehicles must be reported. The value of using the vehicle for personal reasons will be included in the employee's income and tax withholding.
 - **b.** Personal mileage must be reported to the Payroll Department on December 1st of each year. (Reporting period: *December 1st of the previous year to November 30th of the current year.*)

Failure to comply with the IRS reporting guidelines may result in the forfeiture of county vehicle use privileges.

Employee Acknowledgment: I acknowledge that I have read and understand the Vehicle Operation & Driving for Work Policy and County-Owned Vehicle Accident Reporting Policy. I agree to comply with its provisions and understand the consequences of non-compliance.

County Employee Name (Print) _	
County Employee Signature	



Date of Signed ___

Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT

SEND $\underline{\mathsf{ORIGINAL}}$ TO RISK MANAGEMENT OFFICE AND $\underline{\mathsf{COPY}}$ TO MOTOR POOL OFFICES WITHIN 24 HOURS

DATE OF ACCIDENT __

PRINT ALL INFORMATION

TIME OF ACCIDENT _

OF ACCIDENT

COUNTY VEHICLE: CO. VEHICLE NUMBER _

DRIVER OF CO. VEHICLE_____

GC CLAIM #	
RM USE ONLY	

AM/PM

	i.e.: GCARD i.e.: WORK FIRST
DRIVER OF CO. VEHICLE PASSENGERS	DRIVER'S WORK PHONE #
SPEED AT TIME OF ACCIDENTMPH TYPE OF ROAD SURFACE	
DRIVER LICENSE # EXPIRATION DAT	E ON COUNTY BUSINESS
CO. VEHICLE YEAR: MAKE: MODEL	LIC. PLATE #
VIN #	YOUR ESTIMATE OF DAMAGE
DAMAGE DONE TO COUNTY VEHICLE	
IF THE DRIVER SUFFERED INJURIES IN THIS ACCIDENT, NOTIFY THE SUINJURY AND MEDICAL RELEASE FORM. NOTIFY RISK MANAGEMENT A	
OTHER VEHICLE (S):	DDIVED LICENSE #
DRIVER OF OTHER VEHICLE:	
ADDRESS: CITY:	
HOME PHONE: BUSINESS OR OTHER PHONE:	
VEHICLE REGISTERED TO: PHO	
OWNER ADDRESS CITY:	
INSURANCE COMPANY:POLICY	
AGENT: PHONE I	IUMBER:
VEHICLE: MAKE:MODEL:YEAR:	LICENSE PLATE:
DAMAGE TO THIS VEHICLE:	
DESCRIBE ANY EVIDENCE OF PREVIOUS DAMAGE:	
IF MORE THAN ONE OTHER VEHICLE, PROVIDE SAM	E INFORMATION ON SUPPLEMENTAL SHEET
OTHER PROPERTY DAMAGE OTHER THAN VEHICLE:	
DESCRIBE DAMAGE:	CTATE: 710.
ADDRESS:CITY:	
OWNER'S NAME PHON	<u></u>
WITNESSES:	
NAME: ADDRESS:	CITYPHONE
NAME: ADDRESS:	CITYPHONE
NAME:ADDRESS:	CITYPHONE
DID DRIVER NOTIFY SUPERVISORPOLICE CALLED	
WAS REPORT TAKEN: REPORT NUMBER:	CITATION ISSUED TO?:

Auto Report for Vehicles Rev. 9/2014

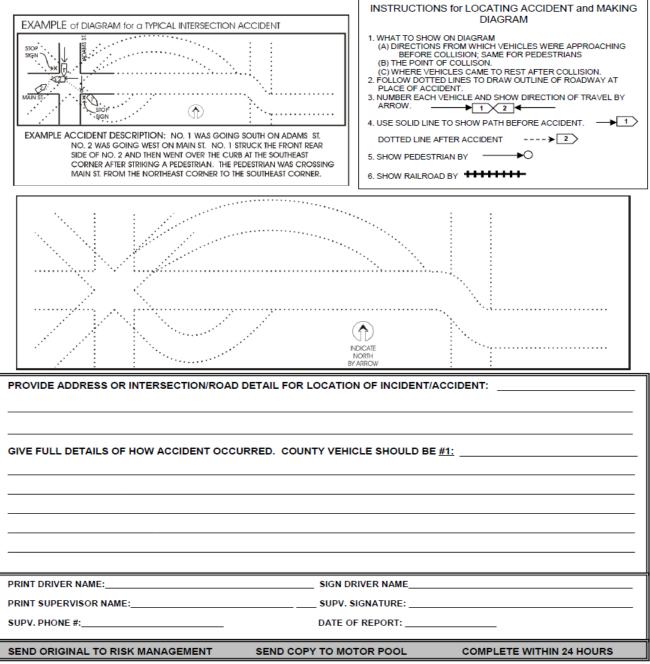
PHONE NUMBERS: MOTOR POOL 810-257-1026 RISK MGMT 810-257-2628



Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT

Page 2



Auto Report for Vehicles Rev. 9/2014

PHONE NUMBERS: MOTOR POOL 810-257-1026 RISK MGMT 810-257-2628



APPENDIX B

REPORTING PROCEDURES

MOTOR VEHICLE ACCIDENT (MVA)

AUTOMOBILE LIABILITY, COLLISION, OR OTHER AUTO PHYSICAL DAMAGE Revised 9/20/2024

Prompt reporting of an accident allows the County to investigate incidents in a timely manner, provide for prompt repair of damaged property, and determine corrective action. The County has issued a Motor Vehicle Accident Report form to accomplish reporting. The form is posted on the County website. Click Departments/Fiscal Services/Risk Management/Motor Vehicle Accident Report Form. This MVA Reporting Procedures document is to be placed in all County vehicles to provide direction to County employees involved in a motor vehicle accident while operating a County owned or leased vehicle. The following is the procedure for reporting motor vehicle accidents:

IMMEDIATE ACTIONS OF EMPLOYEE AFTER MOTOR VEHICLE ACCIDENT

- **Ensure Safety:** Priority should be given to all individuals involved. If there are injuries, contact emergency services (police, ambulance) immediately and follow their instructions. Provide accurate details of the accident and the location.
- **Secure the Scene**: Take steps to prevent further accidents. If necessary, use hazard lights, cones, or other warning devices.
- Exchange Information: Collect contact information, driver's license details, insurance information, and vehicle details from all parties involved.
- Notify Supervisor/Manager (Supervisor or Manager will Notify Risk Manager): Report all
 accidents to your immediate supervisor/manager as soon as it is safe. Provide a brief overview of the
 incident, including the date, time, location, and injuries sustained.
- Medical Treatment: Seek medical attention if needed. Report any injuries sustained during the
 accident to your supervisor/manager who will notify County Risk Management. A Workers'
 Compensation Injury Report must be completed and sent to Risk Management if injuries are sustained
 during the motor vehicle accident.
- Complete County Motor Vehicle Accident Report: Include all relevant details, such as weather conditions, road conditions, and a description of the incident.
 - 1. Notify Motor Pool of any vehicle accident or damage, regardless of how minor, for Motor Pool to assess and determine the vehicle's drivability.



- 2. Color photograph(s) of the damage to the county-owned vehicle must accompany the report. The photo(s) should be labeled with the vehicle's unit number and the incident's date. If possible, take photographs of the accident scene and any damages.
 - a. If your department does not have access to a camera and Motor Pool determines that the vehicle is drivable, it should be driven to Motor Pool, where Motor Pool or Risk Management staff will photograph it.
 - b. If the vehicle is not drivable, the motor pool must be called to tow it. Notice to the Motor Pool and Risk Management must be provided so that photo(s) can be obtained.
 - c. Whenever possible, photo(s) of the damage to the other vehicle or property should be taken, labeled, and forwarded to Risk Management and Motor Pool.
 - d. If the vehicle is equipped with a dash camera, you must provide Risk Management with the camera footage of the incident/accident.
- 3. Reports should be submitted to Risk Management and Motor Pool within two (2) business days of the accident. The department obtains three estimates for non-motor Pool or specialized vehicles. Copies of all estimates should be forwarded to Risk Management. If no repair work appears necessary, indicate this at the top of the MVA report form. However, the vehicle must still be taken to the Motor Pool for drivability assessment. Send final invoices for repairs to Risk Management.
- Investigation Cooperation of County Employees: Fully cooperate with investigations conducted by Genesee County or relevant authorities. Do not admit fault or liability at the accident scene until proper authorities have determined it.
- Follow-Up Procedures: Keep the supervisor and Risk Manager informed of any developments, including medical treatments and repairs to the County vehicle. Provide any additional information or documentation requested by the County's insurance provider.
- Consequences of Non-Compliance: Failure to report a County-owned vehicle accident promptly and accurately may result in disciplinary action, including but not limited to verbal or written warnings, suspension, or termination, depending on the severity and circumstances of the incident.



APPENDIX C

County Vehicle Take Home Request Form

Today's date:	
Name of Employee:	
Dates of Use:	
Passengers:	
Description of vehicle use:	
Items to be included with request: Valid Driver's License Copy of Personal Auto Insurance Policy Declarations	
APPROVAL PROCESS: This form must be submitted to Risk Management with su documentation at least 5 business days prior to the requested vehicle use date.	ipporting
Approved by:	Date:



Genesee County

Staff Report

Genesee County Administration Building 1101 Beach St Flint, MI 48502

File #: RES-2025-1687 Agenda Date: 6/11/2025 Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Rochelle Brown, Prosecutor's Office Operations Director

RE: Approval of a request by the Genesee County Prosecutor's office to enter into a 5-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files

BOARD ACTION REQUESTED:

The Prosecutor's Office requests approval to enter into a 5-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files.

BACKGROUND:

Shue & Voeks was an offsite storage facility utilized by many departments of the county for several years. The Prosecutor's office was one of the departments that utilized this facility for our old, inactive, offsite file storage for many years. In August 2021, we went on a site visit to the S&V facility to see how our files were stored and kept organized. After the visit, we realized that the conditions in which the files were kept were not ideal. Additionally, the facility lacked appropriate organization to safely maintain our files to ensure proper retrieval and refiling. We also discovered that there was no contract existing governing the fees or other aspects of their service. After this visit our office began looking for other facilities to possibly move and house our case files or move to digitally stored files. Late in 2021 we began meeting with different vendors for scanning and digitizing our case files with the upcoming implementation of a new paperless system. We were able to use ARPA funds to purchase an electronic case management system, called Prosecutor by Karpel (Karpel or PbK). We simultaneously decided to seek a vendor to digitize our physical files, active and inactive, to input into the new system. We are mandated by the state retention schedule to maintain our capital cases for 50 years once completed. It was our intention to digitize these files. After the RFP process and our selection of Leonard Brothers (LB) to be the vendor for scanning and digitizing files they consulted to help us determine whether digitizing inactive files or storing physical files would be more cost effective. They investigated the files at S&V and confirmed our earlier determination that our files were not kept in accordance with current records storage industry best practice. After several meetings with us and becoming familiar with our workflow and procedures, Leonard Bros recommended that it would be more cost effective to store our physical files and use the scan on demand process to access only those needed files instead of scanning all files with was previously estimated by them to at a cost of \$1.5 Million, and physical storage of inactive case files until the retention period is up. LB completed the digitization of part one of the RFP relative to our active files and began work on relocating and organizing our archived files, phase II of the RFP, to be stored at their facility. We are paying their month-to-month rate for the files that were moved from S&V.

File #: RES-2025-1687 Agenda Date: 6/11/2025 Agenda #: 2.

DISCUSSION:

Previously we had been paying on average a monthly fee to S&V of \$700-\$900 for storage, retrieval and refiling. Once all files were moved and organized LB provided the attached contracts with reduced pricing. We are currently implementing a file retention policy based on state retention period requirements. This function was neglected for decades. By the end of the fiscal year we will have destroyed a significant portion of the files eligible to be destroyed on the retention plan and are preparing a schedule to destroy another large portion early in the next fiscal year. It is estimated that after these two rounds of destruction our monthly **storage** costs under contract will be around \$300. The unknown portion of the monthly cost is how many retrievals we will need and if they will be physical retrievals or scan on demand. In analyzing our data from S&V retrievals LB advised that we will average about \$600-\$700 per month.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

We believe this will move us to a reduction in our service contracts line item relative to file storage.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

We already have the technology systems in place to manage this, so no anticipated additional cost

CONFORMITY TO COUNTY PRIORITIES:

Promotes safe communities by working with law enforcement agencies in the processing of criminal cases.

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 Office of the Prosecuting Attorney to authorize entering into a (5) five-year contract between Genesee County and Leonard Brothers Data Management, Inc., to provide storage, retrieval, and scanning of Prosecutor case files, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the June 11, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

Client#: 1136857 LEONABRO3

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

and commodic doco not come any rights to the commodic notice in not	or each endercoment(e).				
PRODUCER	CONTACT Brandie Stimson				
USI Insurance Services LLC	PHONE (A/C, No, Ext): 947-234-6471	FAX (A/C, No): 610-537-2371			
312 Elm Street, Suite 2400	E-MAIL ADDRESS: brandie.stimson@usi.com				
Cincinnati, OH 45202	INSURER(S) AFFORDING COVERAGE	NAIC#			
855 874-1390	INSURER A : Monroe Guaranty Insurance Company	32506			
INSURED	INSURER B : National Trust Insurance Company	20141			
Leonard Bros Data Management, Inc.	INSURER C : Liberty Mutual Insurance Company	23043			
620 Woodward Heights	INSURER D :				
Ferndale, MI 48220-0867	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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABIL	ITY		CPP100038976	02/05/2025	01/06/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCC	UR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PI	ER:					GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LC	С					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			CA100010355	02/05/2025	01/06/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDU AUTOS ONLY	ILED					BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OW AUTOS O	/NED ONLY					PROPERTY DAMAGE (Per accident)	\$
	X	Drive Oth Car							\$
В	X	UMBRELLA LIAB X OCC	UR		UMB100022937	02/05/2025	01/06/2026	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAI	MS-MADE					AGGREGATE	\$5,000,000
		DED X RETENTION \$0							\$
С		RKERS COMPENSATION EMPLOYERS' LIABILITY			WC539S340488015	01/06/2025	01/06/2026	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUT CER/MEMBER EXCLUDED?	IVE Y/N	N/A				E.L. EACH ACCIDENT	\$500,000
	(Mai	ndatory in NH)	IN	117.7				E.L. DISEASE - EA EMPLOYEE	\$500,000
		s, describe under CRIPTION OF OPERATIONS below	ı					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)
Genesee County, its officials, employees and agents, all boards, commissions and/or authorities, and board
Members, including employees and volunteers thereof are listed as an Additional insured with respects to the
General Liability, Waiver of Subrogation applies to the general liability 30 days notice of cancellation
applies.

CERTIFICATE HOLDER	CANCELLATION
Genesee County Attn: Risk Management 1101 Beach Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Flint, MI 48502	AUTHORIZED REPRESENTATIVE
1	Dia. R

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POLICY NUMBER: CPP100038976-06 IL 011 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization Name and Address:
GENESEE COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES, AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF 1101 Beach St

Flint, MI 48502-1428

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to the first Named Insured, as provided in **Paragraph 2**. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A**. in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** also applies to the person(s) or organization listed in the schedule.

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional insured Person(s) Or Organization(s)
GENESEE COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS, ALL BOARDS, COMMISSIONS AND/OR
AUTHORITIES, AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
 - The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 2. 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 **Section III – 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
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Leonard Brothers Data Management Inc.

STANDARD TERMS AND CONDITIONS SERVICE AGREEMENT

(Approved and Promulgated by the Board of Directors of PRISM International, December 2001)

Leonard Brothers Data Management Inc. (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Genesee County 1101 Beach Street, Flint, MI 48502 (Client) requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached schedule of rates (Schedule A) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

- 1. STORED MATERIAL From and after the effective date for a period of five (5) years, the Company shall store and service the Stored Material identified on the attached Schedule. Client and company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.
- **2. ACCEPTANCE -** In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this contract.
- **3. RATES -** Client agrees to pay company for its services according to Company's then current schedule of Rates and any revisions thereto. Monthly storage/retention charges shall be due in advance. Storage rates are established in the Schedule A for the term of the contract. Service rates may be changed upon thirty (30) days notice to the Client, limited to the Consumer Price Index (CPI), typically 2-3% annually. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 15% per annum (or such lesser rate as may be legally permissible under the laws of the jurisdiction governing this Agreement), and Client shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees.

4. ACCESS TO STORED MATERIALS

- a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
- b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
- c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.
- d. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
- e. The Company shall not be liable for damage to client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section 5, below.

5. LIMITATIONS OF LIABILITY

- Material, however caused, unless such loss or damage resulted from the failure by the company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this agreement. Company's liability, if any, for loss, damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$2.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6. In such case, Leonard Bros. Data Management Inc.'s liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.
- **5.2** Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- 5.3 Stored Materials are not insured by Company against loss or injury, however caused.
- 5.4 The Company accepts no liability for the deterioration of media in storage.
- Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
- 5.6 No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the Stored Material, unless timely written claim has been given as provided in Section 5.5 of this Agreement, and unless such action or suit is commenced either within nine (9) months after date of delivery or return by the Company, or within nine (9) months after the Client is notified or otherwise receives notice that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.

6. DECLARAT	TION OF EXC	CESS VALU	ATION - (Client decl	ares that	the valua	ation of	deposits	made he	ereunder is
\$	per carton,	,		•			,			,
	per \$1000.00			,						•
the normal mo					•				•	
lost or damag	ed property u	ıp to the val	uation de	clared by	the Client	, whethe	r the pr	operty is	lost in v	vhole or in
part.										
(Client Sign	ature)			(Date)			_			
(Onent oign	ature)			(Daie)						

7. TERM - Unless sooner terminated as provided herein, the term of this Agreement is five (5) calendar years from the effective date on the signature page. This Agreement will automatically renew on the anniversary of the effective date each five (5) year term and shall continue until the Authorized Representative gives Company reasonable (at least 30 days) advance written notice of a termination date and an address for delivery of the Stored Material.

8. DEFAULT

8.1 The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):

- a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
- b. Breach of any provisions of this Agreement; or
- c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.
- **8.2** Upon the occurrence of any of the Events of Default, Company, at its sole option, may exercise any or all of the following remedies without terminating the Agreement:
 - a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the client.
 - b. Demand in writing that Client pick up the Stored Material; or
 - c. Deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
 - d. Upon thirty (30) days advance written notice to Client, Company may dispose of Stored Material. (In this regard, the Client recognizes that, since the Stored Material has little or no market value, that sale of the material would be impossible, and disposal of client materials is the only way for the Company to mitigate its damage.)
 - e. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (b) above.
 - f. Terminate this Agreement, whereupon Company, shall recover all damages suffered by reason of such termination, including reasonable attorneys' fees.
 - g. Client can terminate this Agreement with 90-days' written notice without penalty.
- 8.3 In the event Company takes any action pursuant to this Section, it shall have no liability to Client or anyone claiming through Client. The exercise by Company of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.
- **9. DESTRUCTION OF RECORDS -** Upon written instruction from the Client or Authorized Representative, the Company may dispose of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority.
- **10. TITLE WARRANTY -** The Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.
- **11. INDEMNIFICATION** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

12. RULES

- a. The Client agrees to comply with the Standard Storage Operating Procedures of the Company.
- b. The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value.
- c. Unless the Company is contracted by the client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless

the Client establishes such loss occurred because of the Company's failure to exercise the care required under section 5, above.

- **13. CONFIDENTIALITY -** The Company shall exercise the same_degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section 5 above. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.
- **14. DISPUTE RESOLUTION** Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored material, the same shall be finally resolved by binding arbitration in Ferndale, Michigan, conducted by the American Arbitration Association before a panel of [one/three] arbitrators pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear ½ of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction.
- 15. MISCELLANEOUS This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Michigan without giving affect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto. Accepted by:

CLIENT By: Genesee County 1101 Beach Street Flint, MI 48502	LEONARD BROTHERS DATA MANAGEMENT INC.
	Signature
Ву:	Date:
Signature	_
Date:	Effective Date:July 1, 2025

EXHIBIT A Description of Services



Your Partner In Data Management

SCANNING & STORAGE SCHEDULE "A"

REC	ORD STORAGE	RATE			
Pe	r Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00)	\$ 0.21 per cubic foot			
REC	ORD SERVICES	RATE			
	Indexing & Computer Input	\$ 1.75 per box			
	Computer Deletion	\$ 1.75 per box			
3.	Retrievals:				
	Standard Business Hours (7:00AM – 4:00PM)	\$ 2.50 each			
	Same Day (7:00AM – 4:00PM)	\$20.00 for 1st and			
		\$ 2.50 each additional			
	Emergency - Non-Business Hours	\$33.00 for 1st and			
		\$ 2.50 each additional			
4.	Refiles & Interfiling	\$ 2.50 each			
5.	Labor:				
	General Warehouse/Clerical	\$35.00 per hour			
	Miscellaneous Services:				
7.	Palletizing & Verification	\$.75 per cubic foot			
	Copies	\$ 0.55 each			
	Phone Reply	\$ 3.00 each			
	Facsimile	\$ 1.50 each			
	Scan-On-Demand – Request, includes retrieval & refile	\$10.00 each			
		\$.11 page			
	Computer Inventory Reports (1 free per year)	\$20.00 each			
	Customer Work Room	No Charge			
	Cartons Pop-Up Style Letter/Legal	\$ 3.35 each			
	Cartons – One Piece	\$2.75 each			
	Cartons X-Ray Jackets	\$ 3.00 each			
DFI I	VERY SERVICES	COST			
		- 0001			
Ground	d Transportation: Local				
	Standard Up to 2 Boxes	\$50.00 per delivery			
	3 □ 20 Boxes	\$50.00 + \$1.50 per box			
	Same Day 1 Box	\$100.00 per delivery			
	2 – 15 Boxes	\$100.00 + \$2.50 per box			
Emergency – Non-Business Hours (2 hour minimum) \$100.00 per hour					

Large Pick-Ups & Deliveries:

1 Man/1 Van	\$75.00 per hour
2 Men/1 Van	\$95.00 per hour

DESTRUCTION SERVICES COST

Shedding \$ 0.15 per pound

DOCUMENT & MEDIA SCANNING RATE					
8. New Project - Initial Setup – Data Warehouse/Indexing	\$500.00				
 Document Prep – Removing Staples/Paperclips/Binder/ Fasteners/Document Repair 	\$ 35.00 per hour				
 Document Scanning – Standard Document - Active Includes File Level Indexing 	\$.126 per page				
 Document Scanning – Standard Document - Inactive Includes File Level Indexing 	\$.078 per page				
12. VHS/Audio Cassette/DVD Conversion	\$35.00 per hour				



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Prosecutor David Leyton

RE: Approval to apply for annual renewal of Auto Theft Grant

BOARD ACTION REQUESTED:

Authorization to apply for annual Auto Theft & Fraud Prosecution grant from the Automobile Theft Prevention Authority - Michigan State Police.

BACKGROUND:

The Automobile Theft Prevention Authority (ATPA), a division of the Michigan State Police, is accepting grant applications for FY2026. The ATPA provides grants to assist with the investigation and prosecution of cases involving automobile theft and related offenses. The Genesee County Prosecutor's Office has relied on this grant for the partial funding of its Auto Theft and Fraud Prosecution Unit for the past 36 years.

DISCUSSION:

This grant provides 50% funding for the salaries and benefits of those assistant prosecutors and secretaries assigned to the grant, minus longevity and post-retirement costs. Staffing will be comprised of four (4) assistant prosecutors, each of whom will contribute 25% of their time toward this project and two (2) secretaries each contributing 25% of their time. This formula is intended to be the equivalent of one full-time prosecutor and one part-time secretary, which is how this grant used to be set up years ago. This staffing arrangement is intended to allow us some flexibility so the staff can switch to other priorities day-to-day as necessary. In addition to salaries and fringes, this grant will also cover Michigan Bar Association dues for one APA, miscellaneous office supplies, copier costs and an office phone.

IMPACT ON HUMAN RESOURCES:

There will be no need to go through a hiring process as this grant will partially fund existing positions.

IMPACT ON BUDGET:

The total budget for this grant project is \$219,945 including salaries and fringe benefits (minus Post Retirement) and various office operations costs with a grant award of \$109,973. The personnel assigned to this grant are attorneys and secretaries already established in our budget so this grant award is a significant offset to our costs.

IMPACT ON FACILITIES:

Staff will continue to work out of their existing offices.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The ATPA grant money advances the priority of safe communities by adding resources to address auto thefts, title fraud and violent crimes such as carjackings. These grant funds also tie into the County's value of service by giving us more resources to provide prompt, efficient and competent service to victims of crime while at the same time helping secure the County's financial stability by providing funds that otherwise would have come from the County's general fund.

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

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Prosecutor's Office has relied upon grant funding from the Auto Theft Prevention Authority, a division of the Michigan State Police, for the past 36 years to help with personnel and other costs related to its auto theft and fraud prosecution activities.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Prosecutor's Office to authorize applying for a grant from the Auto Theft Prevention Authority, a division of the Michigan State Police, to help fund the Prosecutor's Auto Theft Unit in the amount of \$109,973, for the period commencing October 1, 2025 - September 30, 2026, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the June 11, 2025 meeting of the Governmental Operations Committee of this Board).

FUND	DEPT	EMPLOYEE NAME	POSITION NAME	WAGES	LONGEVITY
1010	296.01	BARRON, ANGELA L.	SECRETARY	54,200.02	-
1010	296.01	Seiter, Andrea C.	SECRETARY	48,982.96	-
1010	296.01	POULOS, JONATHAN C.	SR ASSISTANT PROSECUTING ATTORNEY	124,235.90	4,969.44
1010	296.01	Ross, Mark E.	SR ASSISTANT PROSECUTING ATTORNEY	124,235.90	-
1010	296.01	MAYES, DAVID R.	SR ASSISTANT PROSECUTING ATTORNEY	124,235.90	12,423.59
1010	296.01	LAROBARDIERE, CHRIS	SR ASSISTANT PROSECUTING ATTORNEY	124,235.90	12,423.59

FICA	HEALTH INS	OPTICAL INS	DENTAL INS	LIFE INS	RETIREMEN T	WORKERS COMP	UNEMPLOYM ENT
4,146.30	7,718.40	48.12	878.88	397.92	4,336.00	43.36	108.40
3,747.20	21,049.92	129.84	1,484.88	397.92	3,918.64	39.19	97.97
9,884.21	21,049.92	129.84	1,484.88	447.24	10,336.43	103.36	258.41
9,504.05	21,049.92	129.84	1,484.88	447.24	9,938.87	99.39	248.47
10,454.45	16,141.44	96.24	848.64	447.24	10,932.76	109.33	273.32
10,454.45	21,049.92	129.84	1,484.88	447.24	9,938.87	109.33	273.32

POST RET HC TOTAL

74,477.40	2,600.00
82,448.51	2,600.00
205,200.97	32,301.34
169,738.56	2,600.00
210,127.79	34,164.87
 214,712.21	34,164.87

45,137

AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA) GRANT APPLICATION OVERVIEW

The ATPA was established in 1986 to reduce motor vehicle theft in Michigan. The ATPA provides grants on a competitive basis for programs to reduce motor vehicle theft. Grant funds cannot be used for any other purpose.

Law enforcement agencies, prosecutors, and organizations qualified as a 501(c)(3) non-profit are eligible to apply for an ATPA grant. Grants will only be awarded for enforcement, prosecution, community awareness, and prevention programs aimed at reducing motor vehicle theft.

The grant application is available on the ATPA website at www.michigan.gov/atpa. The application form is located on the web page under "ATPA Forms." Be sure to save these files to your computer before completing.

Match Required:

Non-profit organizations:

No matching funds are required.

All other agencies, including law enforcement agencies and prosecuting attorney's offices:

• The matching fund requirement is **50 percent** cash match of the total approved budget.

Deadline:

The application must be received on or before **June 2, 2025**. Incomplete applications will not be accepted.

Required:

The following must be submitted:

- Completed application with signatures and supporting budget documentation.
- An 8 ½" x 11" map that displays the area served by the proposed project.

In addition, non-profit organizations must provide:

- A copy of the organization's bylaws.
- · A copy of the organization's Articles of Incorporation filed with the State of Michigan.
- A copy of the organization's determination letter from the Internal Revenue Service recognizing the organization's tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

Submission:

Scan and email an electronic copy of the signature page. This should include the saved electronic version of your application with signatures and supporting documentation. These documents should be emailed to the ATPA at MSPATPA@michigan.gov. Keep a copy of the entire application for your records, including the instructions and any attachments.

You DO NOT need to send a paper copy to the ATPA.

For additional information or application assistance, contact the ATPA at MSPATPA@michigan.gov.

ATPA GRANT CONDITIONS

A. DURATION OF GRANT

The grantee understands that grant initiatives may be planned over a period of years; however, each grant will be approved by the ATPA on a yearly basis. The grantee must submit an application each grant year if they wish to continue the grant beyond the initial grant period. The ATPA will approve renewal applications based on the grantee's previous accomplishments and successes.

B. IMPLEMENTATION OF GRANT PROJECT

The grantee agrees to implement the grant within 90 days following the grant award effective date or be subject to automatic cancellation of the grant.

C. PROJECT MODIFICATION (ATPA Project Modification Request form, GRANTS-034)

- 1. The grantee agrees not to make any modification of the approved budget including, but not limited to, the participating agencies, program, or budget, without the prior written approval of the ATPA.
 - a. Grant revisions must be submitted via the GRANTS-034 form to the ATPA at least 30 days in advance of the need for the change. The revision must be approved by the ATPA before the modification may be implemented.
- 2. The grantee agrees to provide the ATPA with written notification of any changes in personnel to the grant project director position, financial officer, grant project contact, and grant-funded staff.
- 3. When an agency withdraws an employee from the ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The grant project director must inform the ATPA immediately when the withdrawal occurs by completing and submitting the GRANTS-034 form. The vacant position will become unfunded unless filled within 30 days, or an extension request has been submitted via email to the ATPA and approved in writing by the ATPA.

D. EXPENDITURES

- 1. The Grantee understands and agrees that all expenditures from the grant will:
 - a. Be necessary for the proper and efficient administration of the grant and be allowable to it under the principles and standards provided herein.
 - b. Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - c. Not result in profit to the grantee or governmental unit.
 - d. Be incurred on or after the date of authorization to proceed, or the first day of the grant period, whichever is later, and on or before the end of the grant period.
 - e. Be adequately supported by source documentation.
- 2. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable agency, jurisdiction, or organization for expenditures involving grant activity.
- 3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
- 4. The grantee understands that all state agency projects must have a legislative budget appropriation to accept ATPA funds.
- 5. The grantee agrees to maintain all documentation for costs incurred for a five-year period following the final payment of the grant.
- 6. Costs incurred prior to the starting date or after the ending date of the grant are ineligible for reimbursement.

E. EQUIPMENT

- 1. The grantee understands that "equipment" is defined as any non-expendable, tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than \$5,000, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant by a state agency must also adhere to all state equipment control procedures.
- 2. The grantee agrees that all equipment purchased under the grant will be used exclusively for motor vehicle theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

F. RELEASE OF FUNDS

Payments to all grantees will be made on a reimbursement basis. All payments are contingent on the grantee being compliant with all terms and conditions of the grant.

G. RETURN OF UNEXPENDED FUNDS

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the grant is completed. The check shall be made payable to the "State of Michigan."

H. GRANT PROJECT FUNDING

Any additional funds received or granted as a result of motor vehicle theft prevention activities shall be used to enhance currently funded and/or future motor vehicle theft prevention programs. Funds received include, but are not limited to, forfeiture of cash and receipts from sale of property.

I. AUDIT-MONITORING AND REVIEW

- 1. The grantee agrees to allow the ATPA and the State Auditor General, and any of their duly authorized representatives, access, for purposes of inspection, audit, monitoring, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA conducts continual monitoring of the grant to ensure the grant funds have been spent in accordance with state and federal law, including, but not limited to, 1992 PA 174, the policies of the ATPA, and the grant terms and conditions.
- 2. The ATPA will conduct periodic program and financial reviews of the project. The purpose of these reviews will be to determine adherence to stated financial standards, project goals, and to review the progress of the project in meeting its objectives.

J. GRANT TERMINATION

The grantee understands that this grant project may be terminated if the ATPA concludes that the grantee is not in compliance with state and federal law, the terms and conditions of this grant, or has falsified any information. The ATPA may extend an opportunity for the grantee to demonstrate compliance. When the grant is terminated, the unexpended funds received and unexpended funds granted as a result of motor vehicle theft prevention activities shall be returned to the ATPA no later than 60 days after termination.

K. TRAVEL

In-state or out-of-state travel will be in compliance with current state travel guidelines and restrictions. The grantee agrees to notify the ATPA in advance for approval of any out-of-state travel utilizing grant funds.

L. PERSONNEL COSTS

As a condition of accepting the grant award, it is understood that grants issued to fund law enforcement or prosecuting attorney personnel will dedicate 100 percent of their regular work hours performing ATPA grant-related work.

N. REPORTING REQUIREMENTS

Grantees must submit quarterly progress and expenditure (financial) reports in accordance with the schedule below. Both reports must be received prior to ATPA reimbursement, with the exception of non-profit organization advance payments.

ORGANIZATION TYPE	QUARTERLY PROGRESS AND F	DUE DATE	
	Progress Reports (GRANTS-037)	10-01-25 to 12-31-25	01-30-26
Law Enfancement Assesses	Financial Reports (GRANTS-035)	10-01-25 to 12-31-25	01-30-26
Law Enforcement Agency	Progress Reports (GRANTS-037)	01-01-26 to 03-31-26	04-30-26
Prosecuting Attorney's	Financial Reports (GRANTS-035)	01-01-26 to 03-31-26	04-30-26
Office	Progress Reports (GRANTS-037)	04-01-26 to 06-30-26	07-30-26
Non-Profit Organization	Financial Reports (GRANTS-035)	04-01-26 to 06-30-26	07-30-26
Non-Front Organization	Financial Reports (GRANTS-035)	07-01-26 to 09-30-26	10-15-26
	Progress Reports (GRANTS-037)	07-01-26 to 09-30-26	10-30-26

ATPA GRANT APPLICATION INSTRUCTIONS

Applicant Information

Name of Applicant Organization: One organizational unit that will be responsible for the administration of the grant in accordance with the grant conditions (e.g., "City of (Blank) Police Department"). This organization will be the fiduciary for the grant. The fiduciary will be responsible for receiving and distributing grant funds to participating team members, receiving, and compiling reports from team members, and submitting grant reports quarterly to the ATPA via email.

ATPA Grant Project Number: Number referenced on all grant documents (first-time applicants will not have a grantee project number).

Grant Project Title: Short name (acronym).

Authorized Official: Individual authorized to enter into an agreement with the ATPA in order to accept grant funds. The ATPA will not pay the salary of the person in this position.

Project Contact: Individual responsible for the implementation of the grant and the submission of the progress reports.

Project Financial Contact: Individual is responsible for gathering necessary financial information from team members and for preparing and submitting required financial reports.

Program Information

Provide narratives related to the goals, outcomes, trends, and initiatives of the grant project.

Budget Detail

Sworn Employees: "Sworn employees" are defined as police officers and assistant prosecutors with criminal investigative powers. Enter wages, the cost of fringe benefits, and overtime wages paid for each sworn employee. Add together wages, the cost of fringe benefits, and overtime wages paid and enter the total in the "Total Sworn" column. The "Total Sworn Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

Other Employees: "Other employees" include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc. Enter wages, the cost of fringe benefits, and overtime wages paid for each other employee. Add together wages, the cost of fringe benefits, and overtime wages paid, and enter the total in the "Total Other" column. The "Total Other Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

Vehicle Usage: "Vehicle usage" includes the lease/purchase of the vehicle, maintenance, mileage/gasoline, and necessary equipment based on your organizational type. Enter all vehicle usage in the columns provided. The total for this section must be manually added and entered in the "Total Vehicle Usage" box; this total does not automatically calculate.

Field Operations: "Field operations" includes equipment and supplies necessary for field operations. Equipment is defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures. Include other costs related to the grant project. Adequate detail and justification must be furnished to support the costs included. Enter all field operations in the columns provided. The total for this section must be manually added and entered in the "Total Field Operations" box; this total does not automatically calculate.

Office Operations: "Office operations" includes equipment and office supplies necessary for office operations, as well as other costs related to the project. Adequate detail and justification must be furnished to support the costs included. Enter all office operations in the columns provided. The total for this section must be manually added and entered in the "Total Office Operations" box; this total does not automatically calculate.

Grand Total: You must manually add together "Total Sworn Employees," "Total Other Employees," "Total Vehicle Usage," "Total Field Operations," and "Total Office Operations" and enter your grand total in the "Total Amount" box.

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 5 of 12

Eligible Expenditures: (All eligible expenditures listed below with identified amounts are the <u>ATPA portion</u>; agencies are responsible for appropriate match. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.)

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed twenty percent of the total sworn employee's budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the team's discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$3,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
 - Law enforcement agency Calculated at \$10,000 per employee/per year; costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
 - Prosecutor's office \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
 - Non-profit organization \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture Requires prior approval.
- Copier purchase/usage. Not to exceed:
 - Law enforcement agency \$1,200 per year.
 - o Prosecutor's office \$1,200 per year.
 - Non-profit agency \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
 - Law enforcement agency and prosecutor's office \$750 per person/per year.
 - o Non-profit agency \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only), not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conferences for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

Ineligible Expenditures: (This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.)

- Inordinate fringes, including, but not limited to, lump-sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 6 of 12

- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs in applying for this grant (e.g., consultants and grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any salaries or expenses associated with the fundraising.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 7 of 12

AUTHORITY: 1992 PA 174

COMPLIANCE: Voluntary, however, a grant will not be approved unless the complete application is submitted.

FY 2026 ATPA GRANT APPLICATION

Email signed application and all required documentation to MSPATPA@michigan.gov. Do not send a paper copy.

Applicant Information					
Name of Applicant Organization				ATPA Gra	ant Number
Genesee County Prosecutor's Offi	ce				31-26
Applicant Mailing Address		City		State	ZIP Code
900 S. Saginaw St.		Flint		MI	48502
Name of Governmental Unit (If applicable)	Туре	e of Governmental Unit		•	•
Genesee County		State	✓ County	Other:	
Address of Governmental Unit (If different from above, inc	clude City, State,	ZIP Code)		Federal T	ax ID Number
Project Title Auto Theft and Fraud Prevention	9				ate of Grant ember 30, 2026
Project Area (City/Township/County)		·			<u> </u>
Genesee County, Michigan					
All Agencies Participating in the Project (If cooperative e	ffort)				
The undersigned understand and agree that a grant r ATPA, and the grant conditions, as outlined on pages					e
David Leyton, Prosecutor		Signature			Date Signed
Authorized Official Mailing Address		City	State		ZIP Code
900 S. Saginaw St.		Flint	MI		48502
Email Address dleyton@geneseecountymi.gov	Telephone 810 - 25		Cell -		Fax -
Name and Title of PROJECT CONTACT		Signature			Date Signed
John Potbury, Chief Assistant Prosecutor					
Project Director Mailing Address		City	State		ZIP Code
900 S. Saginaw St.		Flint	MI		48502
Email Address	Telephone	<u>l</u> Number	Cell		Fax
jpotbury@geneseecountymi.gov	810 - 25		-		-
Name and Title of FINANCIAL CONTACT Doug Delecki, accountant		Signature	I		Date Signed
Financial Contact Mailing Address 1101 Beach St.		City Flint	State MI		ZIP Code 48502
Email Address ddelecki@geneseecountymi.gov	Telephone 810 - 2	Number 57 EXT. 3063	Cell -		Fax -

Page 8 of 12 **Program Information** LAW ENFORCEMENT 1. General Overview For the following section, provide a specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, the current program/project. New grantees can answer N/A for those questions that do not apply. (If more space is required, please attach additional pages.) What motor vehicle theft/fraud issues currently exist in your jurisdiction that warrant funding from the ATPA? Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved. Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had? Please list any training or equipment you have received from the ATPA in FY 2025. Please include any metrics or benefits it provided your team. Please list all equipment and training that would be beneficial for your team in FY 2026. Please provide current quotes for all equipment requests. 2. Program Goals and Objectives For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented. What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.) Identify new goals for the FY 2026 grant period and how you plan to attain the stated goals. Identify significant accomplishments during the current grant year.

Program Information

PROSECUTORS

1. General Overview

For the following section, provide a specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, the current program/project. New grantees can answer N/A for those questions that do not apply. (If more space is required, please attach additional pages.)

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

Our primary partnership is with the Genesee Auto Theft Investigation Network (G.A.I.N.) which is spearheaded by the Genesee County Sheriff's Office. However, we handle all auto theft and fraud related cases from nearly two dozen police jurisdictions in Genesee County.

police jurisdictions in Genesee County.

What innovative prosecution methods have you implemented in your jurisdiction to ensure the maximum prosecution for automobile-related crimes?

As prosecutors, our role is more traditional in that we review case investigations, assist law enforcement agencies with their cases by drafting search warrants, authorizing arrest warrants, and fully adjudicating cases in court. Innovative investigative techniques used by our law enforcement partners help us in our prosecutions.

Please list any training or equipment you have received from the ATPA in FY 2025. Please include any metrics or benefits it provided to your team.

Our staff did not receive any specific training or equipment relative to auto theft prosecution.

Please list all equipment and training that would be beneficial in FY 2026. Please provide current quotes for all equipment requests.

Training involving prosecution techniques related specifically to auto theft would, of course, be helpful. Perhaps a Basic Training/Boot Camp course for auto theft prosecutors hosted by MAVTI would be a good idea.

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Our goals for the past year were to provide more public awareness of our auto theft prosecution efforts. We did not meet that goal other than a couple of news articles about specific cases.

Identify new goals for the FY 2026 grant period and how you plan to attain the stated goals.

We feel that promoting our efforts and our partnership with G.A.I.N. can provide a warning and deterrance to would-be theft rings and individual car thieves.

Identify significant accomplishments during the current grant year.

Comparing year to year for the same quarters, we have had a significant increase in the number of cases charged, the number of cases that have resulted in convictions and the number of defendants incarcerated.

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 10 of 12

Program Information
NON-PROFIT COMMUNITY AND TRAINING GROUPS
1. General Overview
For the following section, provide a specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, the current program/project. New grantees can answer N/A for those questions that do not apply. (If more space is required, please attach additional pages.)
Identify your target population and the geographical target area. Are there unique characteristics or abnormalities in your jurisdiction? (i.e., specific victim groups, organized gang activity, etc.)
Describe any existing organizations, partnerships, or other groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction and describe how you work with them.
What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud, and list any successes related to those methods?
2. Program Goals and Objectives
For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.
What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)
Identify new goals for the FY 2026 grant period, and how you plan to attain the stated goals.
How will your organization raise awareness of the auto theft issue in your jurisdiction?

ATPA Budget Detail

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. **Make sure to review overtime eligible guidelines prior to completion.** Attach additional pages as needed.

SWU	rn Employees					
	Name	Title/Position	Agency	Wage, Fringe	s, Overtime	Total Sworn
				Wages	\$0.00	
1	Poulos	Sr. APA	GCPO	Fringes	\$0.00	\$0.00 \$43,225
				Overtime	\$0.00	\$43,225
				Wages	\$0.00	
2	2 Ross	Sr. APA	GCPO	Fringes	\$0.00	\$0.00
				Overtime	\$0.00	\$41,785
				Wages	\$0.00	
3	Mayes	Sr. APA	GCPO	Fringes	\$0.00	\$0.00
	,			Overtime	\$0.00	\$43,991
				Wages	\$0.00	
4	Larobardiere	Sr. APA	GCPO	Fringes	\$0.00	\$0.00
				Overtime	\$0.00	\$45,137
				Wages	\$0.00	
5		Fringes	\$0.00	\$0.00		
				Overtime	\$0.00	
				Wages	\$0.00	
6				Fringes	\$0.00	\$0.00
				Overtime		
				Wages	\$0.00	
7				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	
			Wages \$0.00			
8				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	,
				Wages	\$0.00	
9				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	,
				Wages	\$0.00	
10				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	•
				Wages	\$0.00	
11				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	•
				Wages	\$0.00	
12				Fringes	\$0.00	\$0.00
			Overtime	\$0.00		
				Wages	\$0.00	
13				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	,
				Wages	\$0.00	
14				Fringes	\$0.00	\$0.00
-				Overtime	\$0.00	+ = 100
				ORN EMPLOYEES	*	

BUDGET FOR OTHER EMPLOYEES: Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

Other Employees							
	Name	Title/Position	Agency	Wage, Fring	Wage, Fringes, Overtime		
				Wages	\$0.00	\$17,970	
1	₁ Barron	Secretary	GCPO	Fringes	\$0.00	\$0.00	
				Overtime	\$0.00		
				Wages	\$0.00	\$19,962	
2	2 Seiter	Seiter Secretary GCPO	GCPO	Fringes	\$0.00	\$0.00	
				Overtime	\$0.00		
				Wages	\$0.00		
3				Fringes	\$0.00	\$0.00	
				Overtime	\$0.00		
				Wages	\$0.00		
4				Fringes	\$0.00	\$0.00	
				Overtime	\$0.00		
	5			Wages	\$0.00		
5				Fringes	\$0.00	\$0.00	
				Overtime	\$0.00		
		\$37	,932 \$00				

Please enter the full grant request (agency portion PLUS ATPA portion) below.

VEHICLE USAGE		
Vehicle Lease/Purchase:		\$
Other:		\$
Other:		\$
Other:		\$
	TOTAL VEHICLE USAGE	\$0.00
FIELD OPERATIONS		
Investigative Equipment:		\$
Michigan Association of Vehicle Theft Investigators Dues:		\$
International Association of Automobile Theft Investigators Dues:		\$
Other: Michigan Bar Association Member Dues		\$415
Other:		\$
Other:		\$
Other:		\$
	TOTAL FIELD OPERATIONS	\$415 \$0 : 0 0
OFFICE OPERATIONS		
Supplies: Misc. office supplies for 1.5 FTE		\$ 600
Other: Copier		\$2,400
Other: Office phone 1.5 FTE		\$2,250
Other:		\$
Other:		\$
	TOTAL OFFICE OPERATIONS	\$5,250 \$ 00
TOTAL VEHICLE USAGE OPERATIONS Investigative Equipment: Indichigan Association of Vehicle Theft Investigators Dues: International Association of Automobile Theft Investigators Dues: International Association Member Dues International Association of Automobile Theft Investigators Dues: International Association of Vehicle Theft Investigators Dues: International Association of Automobile Theft Investigators Dues: Inter		



Genesee County

Genesee County Administration Building 1101 Beach St Flint, MI 48502

Staff Report

File #: RES-2025-1800 Agenda Date: 6/11/2025 Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Marlene Collick, Deputy Director of Community Corrections

RE: Approval of a request by Genesee County's Community Corrections to apply for a grant, in the amount of \$630,677.10, from the Michigan Department of Corrections-Office of Community Corrections for FY 2026.

BOARD ACTION REQUESTED:

Approval of a request by Genesee County's Community Corrections to apply for a grant, in the amount of \$630,677.10 from the Michigan Department of Corrections-Office of Community Corrections for FY 2026; the purpose of the grant is to provide for administration and programming.

BACKGROUND:

Community Corrections is a state and locally funded program based on Michigan Public Act 511. In 1988, the Michigan State Legislature passed the Community Corrections Act. The Act was passed to help reduce prison and jail admissions and to encourage the involvement of local government officials and citizens through Community Corrections Advisory Boards.

DISCUSSION:

The planning amount for Genesee County's Community Corrections administration and programming budget for FY 2026, under its Community Corrections Comprehensive Plan, will be \$630,677.10. A \$12,994.10 requested increase from FY2025. The funding proposal is divided into General Plans and Services and Plan Administration. The funding allocations by general program area and plan administration are: General Plans and Services: \$459,100.24; Plan Administration: \$171,576.86 (The Planning Budget is attached).

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

Attach is the proposed budget to the State

No Marching Funds Required

IMPACT ON FACILITIES:

File #: RES-2025-1800 Agenda Date: 6/11/2025 Agenda #: 2.

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The approval to apply for this grant conforms to the County priorities by ensuring the programs that are offered to our justice involved individuals by the Office of Community Corrections continue.

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 Deputy Director of Community Corrections to authorize submitting the FY26 Community Corrections Comprehensive Plan application to the Michigan Department of Corrections-Office of Community Corrections, in the amount of \$630,677.10 to provide for administration and programming, is approved (a copy of the memorandum request and budget being on file with the official records of the June 11, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized, as necessary, to execute any application documents on behalf of Genesee County.

Proposal

Proposal			
CCAB Name			
Genesee County Program	Program Code	Originally Requested	Funding Request
Group-Based Programs			
Education	B00	\$	\$0.00
Employment	B15	\$ \$ \$ \$ \$	\$0.00
Cognitive	C01	\$	\$0.00
Domestic Violence	C05	\$	\$0.00
Sex Offender	C06	\$	\$0.00
Outpatient Services	G18		\$12,000.00
Sub-Total		\$0.00	\$12,000.00
Supervision Programs			
Pretrial Supervision	F23	\$	\$196,583.02
Sub-Total		\$0.00	\$196,583.02
Assessment Services			
Actuarial Assessment	122	\$	\$0.00
Pretrial Assessment	F22	\$	\$200,344.23
Sub-Total		\$0.00	\$200,344.23
			,,
Case Management	124	\$	\$49,172.99
Susbtance Abuse Testing	G17	\$	\$1,000.00
Other	Z00	\$	\$0.00
5 Day Housing	Z02	\$	\$0.00
Program Total		\$0.00	\$459,100.24
		φο.σσ	φ 100, 100.21
Administration			
Salary & Wages		\$	\$83,893.86
Contractual Services		\$	\$0.00
Equipment		\$ \$ \$	\$2,683.00
Supplies			\$1,500.00 \$1,500.00
Travel		\$	\$0.00
		Φ	
Training		Φ Φ	\$8,000.00
Board Expenses		\$ \$ \$ \$	\$500.00
Other			\$75,000.00
Administration Total		\$0.00	\$171,576.86
Total Funding Request Reserved Funding	Approved Funding	\$0.00 Applied Admin %	\$630,677.10 Approved Admin %
\$	\$	27.21	27.21

Program Cost Descriptions

					<u>-</u>			
Program Cost	t Descriptions							
CCAB Name								
Genesee County Position								
Title	Name	Hourly or Salaried?	Hourly	Wage Salary	% of salary charged to grant	Fringe Total		Total hours Total charged
Pretrial Social Services	Kari Zmich	Salaried	\$	\$65,200.36	100.0%	\$34,927.47		to grant \$100,127.83
Position De	escription				Total Position	ı		
					\$100,127.83			
Job Description_S Program Code	Social Service Worker % of	:.pdf Time		Total CPS	Local/Othe	r	Fee Rev	renue
F23	100.0	0%		\$100,127.83	\$0.00		\$0.00	
Tota	ıls	100	0.0%	\$100,127.83	\$0.00		\$0.00	
Position								
Title	Name	Hourly or Salaried?	Hourl	ly Wage Salary	% of salary charged to grant	Fringe Total	% of fringe charged to grant	e Total o hours Total charged
Pretrial Social Services	Nathan Angliss	Salaried		\$65,669.17	100.0%	\$22,295.54	100.0%	to grant \$87,964.71
Position De	escription				Total Position	1		
					\$87,964.71			
Job Description_S Program Code	Social Service Worker % of			Total CPS	Local/Othe	r	Fee Rev	venue
F22	90.0%	6		\$79,168.24	\$0.00		\$0.00	

	Community	Corrections Plan	n and Application	Genesee County CC	AB-CCP-2026-0002	3
Program Code	% of T	ime	Total CPS	Local/Other		Fee Revenue
F23	10.0%		\$8,796.47	\$0.00		\$0.00
Tota	als	100.0	% \$87,964.71	\$0.00		\$0.00
Position Title Pretrial Social Services	Name Jasmine Mckeown	Hourly or Salaried?	Hourly Wage Salary \$57,48	charged to grant	Fringe Total ch gr \$35,497.12	of fringe Total harged to hours Total ant charged to grant \$92,978.62
Position Description Total Position					0.070	
Job Description_S Program Code	Social Service Worker.p % of T		Total CPS	\$92,978.62 Local/Other		Fee Revenue
F23 Program Code	60.0% % of T	ime	\$55,787.17 Total CPS	\$0.00 Local/Other		\$0.00 Fee Revenue
F22	40.0%		\$37,191.45	\$0.00		\$0.00
Tota	als	100.0	% \$92,978.62	\$0.00		\$0.00
Position						
Title	Name	Hourly or Salaried?	Hourly Wage Salary	% of salary charged to grant	Fringe Total ch	of fringe Total narged to hours Total rant charged
Jail Reentry Coordinator	Nicole Dudgeon	Salaried	\$67,29	100.0%	\$31,051.59	to grant \$98,345.99
Position De	escription			Total Position		
Joh Doggadette	Oneial Condition 14/5-4			\$98,345.99		
Job Description_S Program Code	Social Service Worker.p % of T		Total CPS	Local/Other		Fee Revenue

\$49,172.99

50.0%

F22

\$0.00

\$0.00

	Community Corrections F	Plan and Application	Genesee County CCAB-CCP-	2026-00023
ogram Code % of Tim	% of Time	Total CPS	Local/Other	Fee

Program Code	% of Time		Total CPS	Local/Other	Fee Revenue
124	50.0%		\$49,172.99	\$0.00	\$0.00
Tota	als	100.09	% \$98,345.99	\$0.00	\$0.00
Position Title Community Corrections	Name Tiffany Jones		Hourly Wage Salary \$76,042.43	% of salary charged to grant Fringe Total \$37,784.53	% of fringe Total charged to hours Total grant charged to grant \$113,826.96
Coordinator		Salaried		100.0% \$37,764.33	100.0%
Job Description_0 Program Code	escription Community Correction % of		Total CPS	Total Position \$113,826.96 Local/Other	Fee Revenue
F22 Program Code	28.0% % of Time		\$31,871.55 Total CPS	\$0.00 Local/Other	\$0.00 Fee Revenue
F23 Program Code	28.0% de % of Time		\$31,871.55 Total CPS	\$0.00 Local/Other	\$0.00 Fee Revenue
Administration	44.0%	6	\$50,083.86	\$0.00	\$0.00
Tota	Totals 100.0%		% \$113,826.96	\$0.00	\$0.00
Position					% of fringe Total
Title	Name	Hourly or Salaried?	Hourly Wage Salary	% of salary charged to grant Fringe Tota	I charged to hours Total grant charged
Deputy Director	Marlene Collick	Salaried	\$100,000.00	30.0% \$22,500.00	to grant \$36,750.00 30.0%
Position Description				Total Position	

\$36,750.00

Job Description_Deputy Director of Community Corrections.pdf

Community Corrections Plan and Application Genesee County CCAB-CCP-2026-00023

	Con	nmunity C	orrections Plan a	nd Application	Ge	enesee County CCAB-(CCP-2026-0002	23	
Program Code		% of Tim	e	Total CPS		Local/Other		Fee Revenue	
F22		8.0%		\$2,940.00		\$0.00		\$0.00	
Program Code		% of Tim	e	Total CPS		Local/Other		Fee Revenue	
Administration		92.0 %		\$33,810.00		\$85,000.00		\$0.00	
Tot	tals		100.0%	\$36,750.00		\$85,000.00		\$0.00	
Position Title	Name		Hourly or Salaried?	Hourly Wage	Salary	% of salary charged to grant	Fringe Total		Total hours Total charged
Director	Joshua Free	eman	Salaried		\$196,000.00	0.0%	\$44,000.00		to grant \$0.00
Position D	Position Description					Total Position			
Director of Comm	munity Correction	a Undata	d Description w	Onicid door		\$0.00			
Director of Comn Program Code	numly Correction	% of Tim		Total CPS		Local/Other		Fee Revenue	
Administration		10.0%		\$0.00		\$196,000.00		\$0.00	
Tot	tals		10.0%	\$0.00		\$196,000.00		\$0.00	
Contractual Serv	vices								
Name of Provide	er	Se	ervices Provided		Terms	s of Reimbursement			
TRICAP		ON	MSP - Opioid Met	Total Cost per participant = \$3,800 (\$125 = Assessment, \$735 = Total \$3 ioid Meth Specific Program Individual Sessions x 21 weeks, \$2,940 = 4 Group sessions per week X \$ per participant x 21 weeks)					
Funding Source	es & Cost Alloc	cation							

Local/Other

\$0.00

Program Code

G18

CPS

\$12,000.00

Total

\$0.00 \$12,000.00

Fee Renevue

Community Corrections Plan and Application

Genesee County CCAB-CCP-2026-00023

Totals		\$12,000.00		\$0.00			\$0.00		\$12,000.00
Contract Name of Provider		Serv	ices Provided		Terms of	Reimbu	ırsement		
Drug and Alcohol Center (DnA)			Drug Testing for Pretrial Se Supervision		vices Testing services at a rate of \$10 per 10-p and \$10 per ETG Test.			panel test, \$10) per 16-panel test
Funding Sources &	& Cost All	location							
Program Code		CPS		Local/0	Other		Fee Renevue		Total
G17		\$1,000.00		\$0.00			\$0.00		\$1,000.00
Totals		\$1,000.00		\$0.00			\$0.00		\$1,000.00
		Total CPS		Local/0	Other		Fee Renevue		Total
All Contract T	otals	\$13,000.00		\$0.00			\$0.00		\$13,000.00
Equipment Program Code	CPS		Local/Other		Fee Renevue		Total	Description	n
Administration	\$2,683.0	00	\$0.00		\$0.00		\$2,683.00	Cell Phone	s, Zoom, etc.
Totals	\$.	2,683.00	\$0.0	00		\$0.00		\$2,683.	00
Supplies	CDS		Lacal/Other		Fac Banasius		Total	Description	n
Program Code	CPS		Local/Other		Fee Renevue		Total	•	
Administration	\$1,500.0	00	\$0.00		\$0.00		\$1,500.00		olies - Paper, client ing utensils, etc.
Totals	\$	31,500.00	\$0.	00		\$0.00		\$1,500.	00
Travel Program Code	CPS		Local/Other		Fee Renevue		Total	Description	า
Administration	\$0.00		\$0.00		\$0.00		\$0.00	Motor Pool	Access

Community Corrections Plan and Application

Other

Genesee County CCAB-CCP-2026-00023

Totals	\$0.00	\$0.00		\$0.00	\$0.00
Training					Description
Program Code Administration	CPS \$8,000.00	Local/Other \$0.00	Fee Renevue	Total \$8,000.00	Attend trainings in Michigan, and other surrounding states, regarding Community Corrections, Pretrial Services, Mental Health and Substance Use Disorder. Funding will be used to reimburse registration fees and all travel expenses.
Totals	\$8,000.00	\$0.00		\$0.00	\$8,000.00
Board Expenses Program Code	CPS	Local/Other	Fee Renevue	Total	Description
Administration	\$500.00	\$0.00	\$0.00	\$500.00	Printing (brochures, resource books, CCAB meeting docs)
Totals	\$500.00	\$0.00		\$0.00	\$500.00

Description

Program Code	CPS	Local/Other	Fee Renevue	Total	The Genesee County Office of Financial Services monitors monthly cost to the approved budget, completes a monthly expenditure report and prints general ledger detailing payroll and vendor account information, which is issued to the Director of Community Corrections for final review. The Office of Financial Services' Account Payables
Administration	\$75,000.00	\$0.00	\$0.00	\$75,000.00	office prints vendor checks and sends to County Treasurer for final signautre. This fee covers services from the following departments: Human Resources, IT, and Purchasing. It is also applied to a standardized Genesee County Central Service Fee which covers commercial office space and common area, parking, utility costs, liability insurance and cleaning/maintenance.
Totals	\$75,000.00	\$0.00		\$0.00	\$75,000.00



Genesee County

Staff Report

Genesee County Administration Building 1101 Beach St Flint, MI 48502

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Todd Witthuhn Deputy Director HR/LR

RE: Approval of an agreement between Genesee County and United Way of Northwest Michigan, in an amount not to exceed \$200,000.00, to provide for the Genesee County Employee Tri-Share Program; the cost of this agreement will be paid from account 1010-202.00-801.004

BOARD ACTION REQUESTED:

Approval of Employer Agreement to participate in Tri-Share

BACKGROUND:

The United Way of Northwest Michigan offers Tri-Share to assist with childcare costs.

DISCUSSION:

This would allow Genesee County to continue participating with the United Way of Northwest Michigan Tri-Share program to assist employees with childcare costs. This program is income based for children up to age 12. Childcare expenses would be shared between the employee, the United Way of Northwest Michigan, and Genesee County, with each party paying 1/3 of the childcare cost.

IMPACT ON HUMAN RESOURCES:

Processing of Accounts Payable.

IMPACT ON BUDGET:

It is anticipated that the current budget for fiscal year 2025 will cover May 1 through September 31st. An increase is requested from the \$150,000 budgeted for FYE 2025 to \$200,000 for FYE 2026 to be paid from account number 1010-202.00-801.004. The requested

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Promote Community Growth by removing a significant financial barrier for employees which raises wages of Genesee County residents. Health, Livable and Safe Communities by providing access to

File #: RES-2025-1815 **Agenda Date:** 6/11/2025 **Agenda #:** 3.

affordable and quality childcare.

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 Deputy Director of Human Resources and Labor Relations to authorize entering into the MI Tri-Share Child Care Employer Agreement - 2025 Addendum between Genesee County and United Way of Northwest Michigan for the period commencing May 1, 2025, through September 30, 2025, said addendum being necessary to update the income eligibility range, offer the extended "care-share" option for employees who exceed the income threshold, and offer additional employer selections, and to authorize increasing the budget for fiscal year 2026 to \$200,000.00 to be paid from account number 1010-202.00-801.004, is approved (a copy of the memorandum request and addendum being on file with the official records of the June 11, 2025 Governmental Operations Committee of this Board), and the Chairperson of the Board is authorized to sign the addendum on behalf of Genesee County.



Employer Agreement - 2025 Addendum

Page 1

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the MI Tri-Share Employer Agreement ("Employer Agreement") previously signed by Employer and United Way of Northwest Michigan. This Addendum and the Employer Agreement are incorporated into each other and, when read together, shall constitute one integrated document (the "Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Employer Agreement shall be resolved by giving precedence and effect to this Addendum.

Updated Income Eligibility Range: The Michigan Department of Lifelong Education, Advancement, and Potential ("MiLEAP") has expanded the eligibility range for MI Tri-Share. **Effective May 1, 2025, families with household income between 200% and 400% of the Federal Poverty Level ("FPL") will qualify for MI Tri-Share. Therefore, the parties agree to modify the eligibility range included in the Employer Agreement from "200% and 325% of the Federal Poverty Level" to "200% and 400% of the Federal Poverty Level."**

	MI Ti	i-Share Progr	am Eligibility 202	5
Household Size	Minimum	Maximum Income	Household Size Minimum	Maximum Income
2 People	\$42,300	\$ 84,600	6 People \$86,300	\$172,600
3 People	\$53,300	\$106,600	7 People \$97,300	\$194,600
4 People	\$64,300	\$128,600	8 People \$108,300	\$216,600
5 People	\$75,300	\$150,600	9 People \$119,300	\$238,600

200% - 400% Federal Poverty Level - Effective May 1, 2025

Extended "Care-Share" Option: Beginning on July 1, 2025, employers can choose to add an extended MI Tri-Share program ("Care-Share"), for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers agree to a two-way split - and will continue to contribute one-third (33.33%) of the child care costs for each employee participating in the Care-Share program and collect the remaining two-thirds (66.67%) of the child care cost from each participating employee. The state of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Does the business want to offer Care-Share starting on July 1, 2025? YESNO
If yes, are there any specific parameters or slot restrictions that apply only to Care-Share?
Please list:

Note: Parameters are optional. To review or update the parameters that apply generally to MI Tri-Share and Care-Share participants, please contact UWNWMI for a new parameter page.







Employer Agreement - 2025 Addendum

Page 2

Additional Employer Selections: Please answer questions 1 and 2 below as these are new employer choices that will impact employee eligibility within the program. The selections made below take effect on the date this Addendum is signed.

this Addendum is signed.
 Does the business want to offer the benefit to cover children over the age of 12?YESNO If yes, please specify what ages between 13-17 you would like to add:
2. Does the business want to offer the benefit to cover licensed Michigan summer camps?YESNO Note: Camps have different licenses than child care provider licenses. Some child care programs call summer care "camps" which would be automatically covered under standard program guidelines. In some areas, licensed summer camps are the only option for school aged children.
If yes, which camps would you like to cover?Day CampOvernight CampBoth
Do you want to specify a number of camp slots per year? If so, how many?
If selecting to cover overnight camp, would you like to specify the maximum amount of days or the number of camps a child can attend? If so, please list. (Example: One 7-night camp per child, per family.)
We, the undersigned, agree to the provisions identif <mark>ied in this Addendum to the original Emp</mark> loyer Agreement.
Employer Business Name:
Employer's Authorized Designee & Title (printed):
Employer's Authorized Designee Signature:
United Way of Northwest Michigan
Address: 4075 Copper Ridge Drive, Traverse City, MI 49684 Phone: (231) 947-3200
Executive Director Name: Seth Johnson Executive Director Signature: Date: 5/1/25
Executive Director Signature:

