



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, September 17, 2025 5:30 PM 324 S. Saginaw St., Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

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

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

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

VI. OLD BUSINESS

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

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

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

VII. NEW BUSINESS

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

2. [RES-2025-2195](#) Approval of an agreement between Genesee County and Rite of Passage, Inc., in an amount not to exceed \$630,000.00, to provide Day Treatment programming and an Evening Learning Center program at the Genesee County Juvenile Justice Center; the cost of this agreement will be paid from account 2920-663.07-801.001
3. [RES-2025-2196](#) Approval of a contract between Genesee County and Mt. Morris Consolidated Schools, in the amount of \$266,785.00, to provide for two (2) School Resource Officers; revenue from this contract will be deposited into account 2855-308.09-674.029
4. [RES-2025-2212](#) Approval of a grant award from the Office of Highway Safety Planning, in the amount of \$650,786.00, for the purpose of funding the Genesee County Secondary Road Patrol; a copy of the budget is attached
5. [RES-2025-2235](#) Approval of an agreement between Genesee County and Meridian Land Surveying, in an amount not to exceed \$43,250.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
6. [RES-2025-2237](#) Approval of an agreement between Genesee County and Davis Land Surveying & Engineering, Inc., in an amount not to exceed \$8,650.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
7. [RES-2025-2238](#) Approval of an agreement between Genesee County and Fenton Land Surveying, in an amount not to exceed \$8,650.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
8. [RES-2025-2239](#) Approval of an agreement between Genesee County and Fleis & Vandenbrink, Inc., in an amount not to exceed \$31,140.00, to provide for the 2025-2026 Remonumentation Program; the cost of this agreement is fully grant funded and will be paid from account 2971-245.00-801.004
9. [RES-2025-2240](#) Approval of a contract between Genesee County and Lake Fenton Community Schools, in the amount of \$124,973.00, to provide one (1) School Resource Officer; the term of this agreement is October 1, 2025 through June 12, 2026; revenue from this contract will be deposited into account 2855-308.05-674.029

10. [RES-2025-2242](#) Approval of a contract between Genesee County and Hurley Medical Center, in the amount of \$747,111.00, to provide Police Services; the term of this agreement is October 1, 2025 through September 30, 2026; revenue from this contract will be deposited into account 2862-315.00-674.029
11. [RES-2025-2243](#) Approval of a contract between Genesee County, Atlas Twp and the Goodrich School Board, in the amount of \$1,074,465.00, to provide for police services including School Resource Officers; the term of this agreement is October 1, 2025 through September 30, 2026; revenue from this contract will be deposited into accounts 2853-315.00-622.010/2855-308.07-674.029
12. [RES-2025-2288](#) Approval of an agreement between Genesee County and Philip H. Beauvais, III, PC., in an amount not to exceed \$156,000.00, for the coordination and delivery of weekday arraignments, misdemeanors, and other legal services for the term of October 1, 2025 – September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008
13. [RES-2025-2290](#) Approval of an agreement between Genesee County and Kevin L. Rush, in an amount not to exceed \$56,000.00, for the coordination and delivery of weekend arraignment services for the term of October 1, 2025 – September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008
14. [RES-2025-2302](#) Approval to accept a grant award from the Michigan State Police Auto Theft Prevention Authority (ATPA), in the amount of \$1,827,797.00 with a match of \$1,151,512.00, for the grant period of October 1, 2025 through September 30, 2026 for fiscal year 2025-2026
15. [RES-2025-2303](#) Approval of an agreement between Genesee County and Genesee Health Services, in the amount of \$478,886.00, for the purpose of providing police services including two Certified Police Sergeants and one Police Deputy to serve GHS and respond to mental health crisis throughout Genesee County; the term of this agreement is October 1, 2025 through September 30, 2026

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

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

File #: RES-2025-2329

Agenda Date: 9/17/2025

Agenda #:

Approval of Meeting Minutes - September 3, 2025



**Genesee County
Governmental Operations Committee
Meeting Minutes**

Wednesday, September 3, 2025

5:30 PM

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

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:27 PM.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

[RES-2025-2244](#) Approval of Meeting Minutes – August 13, 2025

RESULT: APPROVED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey
Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey and Commissioner Loyd
Absent: Commissioner Flewelling

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

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1. [RES-2025-1231](#) Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs
RESULT: POSTPONED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
Absent: Commissioner Flewelling
 2. [RES-2025-2078](#) Approval of a resolution recognizing October 2025 as Indian Heritage Month in Genesee County
RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
Absent: Commissioner Flewelling
 3. [RES-2025-2092](#) Approval of a request by Genesee County's Specialty Court, not to exceed \$143,716.20 for one (1) year, to provide staffing for the court; the cost of this request will be paid from Opioid Settlement Funds
RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
Absent: Commissioner Flewelling
 4. [RES-2025-2093](#) Approval to increase PO 24-02274 by \$10,000.00 to Zoetis, in an amount not to exceed \$55,000.00, to provide required vaccine supplies to meet the need of Genesee County's animal population
RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey
Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
Absent: Commissioner Flewelling
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5. [RES-2025-2104](#) Approval of a Letter of Agreement Amendment No. 1 for Fiscal Year (FY) 2026 between Genesee County Community Corrections and Genesee County Sheriff's Office regarding the Residential Substance Abuse Treatment (RSAT) In-Kind Matching Grant for a R.I.S.E Deputy Coordinator
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
6. [RES-2025-2134](#) Approval of a proposed amendment to the 2024-2025 Appropriations Resolution reallocating expenditures within the Community Corrections budget
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
7. [RES-2025-2141](#) Approval of a request to rename and reorganize the Department of Community Corrections to the Department of Community Engagement and Justice Services
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
8. [RES-2025-2144](#) Approval of a request to create the Opioid Settlement Steering Team Committee
- RESULT:** POSTPONED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
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9. [RES-2025-2150](#) Approval of a purchase order to Covetrus North America for the fiscal year ending 2026, in an amount not to exceed \$95,000.00, to provide vaccines, medical, and surgical supplies at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-773.000
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
10. [RES-2025-2151](#) Approval of a purchase order to Zoetis for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide for the purchase of preventative vaccines at Genesee County's Animal Control; the cost of this agreement will be paid from account 2130-430.00-773.000
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
11. [RES-2025-2153](#) Approval of a purchase order to IDEXX Laboratories for the fiscal year ending 2026, in the amount not to exceed \$45,000.00, to provide lab supplies and testing at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-801.004
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
12. [RES-2025-2154](#) Approval of a purchase order to Tractor Supply Co. for the fiscal year ending 2026, in an amount not to exceed \$33,000.00, to provide food and litter at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-773.000
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Shaun Shumaker
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- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
13. [RES-2025-2171](#) Approval of Policy for Drafting Resolutions Requested by County Commissioners
- RESULT:** POSTPONED
- MOVER:** Delrico J. Loyd
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
14. [RES-2025-2175](#) Approval of an agreement between Genesee County and Stoltman Law, PLLC, in an amount not to exceed \$167,500.00, to provide mandated legal representation of respondents and associated legal services in Probate Court proceedings; the cost of this agreement will be paid from account 1010-294.00-818.001
- RESULT:** REFERRED
- MOVER:** Delrico J. Loyd
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling
15. [RES-2025-2225](#) Approval of a proposed amendment to Genesee County's Appointment Policy regarding application process for Commissioners
- RESULT:** POSTPONED
- MOVER:** Delrico J. Loyd
- SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Absent:** Commissioner Flewelling

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:52 PM.



Genesee County

Staff Report

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

File #: 25-622

Agenda Date: 9/17/2025

Agenda #:

Michigan Association of Counties - Opioid Settlement Discussion - Amy Dolinky



Genesee County

Staff Report

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

File #: RES-2025-2144

Agenda Date: 9/17/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Marlene Collick, Deputy Director, Community Corrections

RE: Approval of a request to create the Opioid Settlement Steering Team Committee

BOARD ACTION REQUESTED:

Approval request to establish an Opioid Settlement Steering Team Committee with representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments, who will advise recommendations for the use of funds and to ensure opportunities for local organizations and departments to receive opioid settlement funds for purposes of development, implementation, expansion, or enhancement of programs and services.

BACKGROUND:

Genesee County is the 7th most vulnerable county in Michigan related to substance use, with a rate of 50 overdose fatalities per 100,000 people, and where Genesee County participated and signed on in national litigation against manufacturers, distributors, and pharmacies for their role in the opioid and overdose crisis.

Genesee County is projected to receive over \$13,000,000.00 over a total of eighteen (18) years, in which a total of approximately \$6,00,000.00 has been received.

The use of opioid settlement funds must meet certain requirements as outlined in Settlement Agreement Exhibit E and by the definition of opioid remediation as outlined in the settlement agreement.

DISCUSSION:

The Opioid Settlement Advisory Committee decided it was time to put together a formal Opioid Settlement Steering Committee, and establish by-laws, to alleviate any conflict of interest. The committee that has been in place the last 1 ½ years has members who can submit bids for future proposals.

In establishing the attached By-Laws, Opioid Settlement Steering Team charter, and Conflict of Interest Disclosure Form, Genesee County will begin to formalize the opioid settlement processes for the purpose of oversight and monitoring of funds expended to entities for opioid remediation. The Opioid Settlement Steering Committee will also provide annual recommendations to advise the Board

of Commissioners on strategies and activities for the use of opioid settlement funds.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable, and Safe Community. The Opioid Settlement Steering Committee will help further that goal by assisting those individuals that are experiencing substance use disorders and/or mental health concerns. Impacting both public health and public safety.

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 establishing an Opioid Settlement Steering Team Committee from representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments; and to authorizing establishing by-laws by which the committee is governed, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board), and both the County Clerk and the Chairperson of this Board is authorized to sign the bylaws as necessary.

Conflict of Interest Disclosure Form

Genessee County Opioid Settlement Steering Committee

Conflict of interest is defined as a potential or actual financial association that may bias or have the appearance of biasing an advisory panel member’s decision relation to opioid settlement funds planning, decision-making process or other committee activities.

This form is intended to outline whether a steering committee member has an economic interest in any entity whose financial interests would be affected by the opioid settlement funds.

Date:

Name:

Title:

Entity/Organization:

Affiliations with other entities/organizations:

Please check all conflicts of interest that apply:

- I have no conflicts of interest to report.
- My entity/organization will be submitting a request for funding through county opioid settlement funds.
- I am associated with another entity/organization that will be requesting county opioid settlement funds.
- An entity/organization I am affiliated with is receiving county opioid settlement funds.
- An entity/organization I am affiliated with is receiving state opioid settlement funds.
- I have additional conflicts of interest to report.

Additional conflicts of interest:

I certify that all information provided above is true and complete to the best of my knowledge.

Signature:

Date:

**Bylaws of the
GENESSEE COUNTY
Opioid Settlement Steering Committee**

Adopted: September 10, 2025

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I. Name

The authorization for the Genessee County Opioid Settlement Steering Committee, hereinafter referred to as “Committee”, derives from the Genessee County Board of Commissioners’ Opioid Settlement Steering Committee Policy, adopted September 10, 2025.

II. Purposes and Function

a. Introduction

In 2021, Genessee County elected to join the nationwide settlement agreements to resolve all Opioid litigation brought by States and local governmental units against pharmaceutical manufacturers, distributors and pharmacies. Genessee County is eligible to receive a direct share from the original defendants as well as subsequent defendants, hereinafter referred to as “National Opioid Settlements”. Genessee County will receive a direct distribution of settlement funding with amounts subject to the *Michigan State-Subdivision Agreement* and settlement agreements with each individual company.

The Committee’s work shall comply with State of Michigan statutes, Genessee County policy, and provisions of applicable individual settlement agreements.

b. Responsibilities

i. Procedural Responsibilities

The Committee shall follow the following procedural responsibilities:

1. Elect annually a Chair, Vice Chair, and a Secretary;
2. Comply with the Open Public Meetings Act, MCL – Act 267 of 1976;
3. Establish a set of Bylaws by which the Committee shall operate and select its members.

ii. Planning Responsibilities

The Committee is responsible to the Genessee County Board of Commissioners, hereinafter referred to as “Board”, and shall provide input, advice, and recommendations on the disbursement of Genessee County government revenues received as a result of the opioid settlements.

The Committee shall produce documents which, at a minimum, shall include:

1. The manner in which the documents were completed;
2. A community needs assessment which reviews priority areas for services in alignment with Exhibit E, the list of allowable or approved uses.
3. A recommended spend plan.

The Committee may, at its discretion, initiate document updates to respond to environmental changes, significant events, and other circumstances in the interim as needed.

iii. Implementation Responsibilities

The Committee shall review and make recommendations to the Board pertaining to projects to be funded by any opioid settlements funding, consistent with the current documents and prioritized approved uses, in accordance with applicable contracting laws.

The Committee shall monitor the service delivery and administration of all programs under the Committee's jurisdiction and funded by the opioid settlements.

By May 31st of each year, the Committee shall provide to the Board an annual report for the preceding calendar year of National Opioid Settlements funded projects.

III. Organization

a. Membership

Appointments to the Committee are made by the Board either directly or upon recommendation of specifically identified agencies/organizations. The Committee shall consist of 7 members and be from the following: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments.

1. One (1) member possessing expertise in substance use disorder
2. One (1) member from the Genessee County Board of Commissioner
3. One (1) member possessing expertise in behavioral health

An alternate member may be identified by the specific agency/organizational appointing body and shall be recognized and appointed to the Committee by the Board. The alternate member must be an individual who will bring knowledge and decision-making ability that is comparable to that of the appointed member. Members may not appoint an alternate member to represent them.

To the extent possible, the Committee shall be representative of every region of the County and should also reflect the gender, racial, and cultural composition of the County.

b. Term of Office

Members shall serve without compensation for three (3) years, with terms beginning on October 1 and ending on September 30, or until a successor is appointed. To provide for organizational stability that comes with staggered terms, initial appointments will comply with those previously identified in Section III. Organization; Sub-section a. Membership. Except for the Board of Commissioners' member, who is appointed annually, all other subsequent re-appointments shall be for three (3) years.

Vacancies will be filled within sixty (60) days by the appointing authority.

c. Officers of the Committee

The Board shall elect a Chair, Vice-Chair, and a Secretary by majority vote of the Committee membership. Such an election will be held at the first meeting of each new calendar year. Officers will hold office for one (1) year or until his or her successor is elected.

The duties of each of the above mentioned officers will be as follows:

1. Chair - The Chair shall preside at all meetings of the Committee and shall create temporary sub-committees deemed necessary to conduct business. The Chair shall be an Ex-Officio member of all sub-committees.
2. Vice-Chair - In the absence of the Chair, the Vice-Chair shall preside at Committee meetings.
3. Secretary - The Secretary shall sign the approved minutes, which shall be kept on file as permanent record in the Office of the Clerk of the Board of Commissioners. The Secretary shall be responsible for all correspondence and notice of meetings. This will be done in accordance with the Open Public Meetings Act. In the absence of both the Chair and Vice-Chair at any Committee meeting, the Secretary shall preside.

d. Sub-Committees

The Committee Chair shall have the authority to create and designate temporary sub-committees to implement and effect the aims and purposes of the Committee. Membership may consist of Committee members and non-members, as needed. Sub-committees report directly to the full Committee. Sub-committee progress reports should include a review of the agenda and member attendance at meetings.

IV. Rules and Regulations Governing the Committee

a. Meetings

Committee meetings shall be open to the public, in accordance with Michigan's Open Meetings Act.

All Committee members shall receive notice of regular meetings and all other meetings at least one week before the designated meeting date.

Meetings will be held at least quarterly on dates and times established by the Committee. These meetings shall be publicized and the public will be encouraged to attend. Special meetings of the Committee may be held compliant with Michigan's Open Meetings Act requirements.

b. Quorum

A quorum shall consist of a majority (fifty percent plus one [50% + 1]) of the current number of members of the Committee.

All decisions of the Committee must be arrived at by a majority vote. A roll call vote will be taken whenever a funding decision is being made (i.e. allocation, de-funding, etc.).

Alternate members are entitled to vote on matters before the Committee in the absence of the appointed member.

Decisions made by a quorum of the Committee cannot be challenged by a dissenting Committee member.

c. Attendance

In order to maintain Committee membership, members must attend at least fifty percent (50%) of meetings in a calendar year and cannot have more than three (3) unexcused absences from Committee meetings.

Members not meeting these minimum standards may be recommended for dismissal from the Committee. The member will be notified in writing by the Chairperson. The letter will request a response regarding the member's continued interest in remaining on the Committee. The Committee will advise the Board of the need to dismiss a member who fails to maintain attendance. A copy of any member's resignation letter will be forwarded to the Office of the Clerk of the Board of Commissioners.

d. Minutes

The Minutes shall be kept on file as a permanent record in the Community Engagement and Justice Services Office of the Board of Commissioners. The Minutes shall include:

1. Time and place of meetings
2. Names of members present and absent
3. Subjects considered at the meeting
4. Brief description of actions taken
5. Vote result of any item voted upon. A roll call vote is needed if voting on funding recommendations; or, if voice vote is not unanimous.

V. Conflict of Interest

Members of the Committee shall abstain from any discussion or vote regarding the awarding of monies or any contract or budget modifications if there is a direct or indirect financial interest. Any member may raise the question of a perceived Conflict of Interest on the part of another member.

Committee members will be asked to evaluate, on a yearly basis, or as needed, their personal relationship with any County/private agency which conceivably could apply for funding which utilizes the Committee funding allocation process. An annual "Conflict Of Interest Member Statement" will be kept on file in the Genessee County Administration Office.

VI. Adoption of Bylaws and Amendments

a. Certification

The Bylaws become effective immediately upon adoption by the Board.

b. Amendments

The Bylaws shall be reviewed every three (3) years to determine continued relevancy to Committee goals and objectives and amended, as necessary.

Proposed amendments to the Bylaws will be submitted in writing to the Committee at a regular scheduled meeting. A majority vote of the Committee at the meeting shall be required to adopt the amendment. Before final adoption, the amendment must receive approval from the Board.

VII. Parliamentary Authority

Rules and procedures not specified in these Bylaws shall be by those provided in Robert's Rules of Order, Revised.

Adoption

These Bylaws were reviewed by Genessee County's Legal Counsel on **Month Day, 2025** and revisions, if any, were incorporated per County Legal Counsel's advice.

The Genessee County Opioid Settlement Steering Committee Bylaws are adopted by the Genessee County Board of Commissioners meeting held on **September 10, 2025**.

Clerk of the Board of Commissioners

Board of Commissioners

Genessee County Opioid Settlement Steering Committee Charter

1. Purpose

The Genessee County Opioid Settlement Steering Committee (“the Committee”) is established to guide the strategic, equitable, and transparent allocation of opioid settlement funds received by Genessee County under national and regional opioid settlements. The Committee is not a decision-making body but will make recommendations to the Genessee County Board of Commissioners (“the Board”).

2. Authority

The Committee operates under resolution approved by the Board and in accordance with settlement terms and Exhibit E guidance. It is responsible for recommending funding priorities and grantees to the Board.

3. Roles & Responsibilities

- Needs Assessment & Priority Setting
 - Analyze local opioid impact data and community needs.
 - Define strategic funding priorities.
- Project Solicitation and Review
 - Develop and manage Request for Proposal (RFP) processes (e.g., draft RFPs, establish scoring criteria, and facilitate intake)
 - Evaluate applications against criteria in Exhibit E and local priorities.
- Allocation Recommendations
 - Recommend specific strategies and funding levels to the Board.
- Monitoring, Reporting & Evaluation
 - Track grant performance using evidence-based metrics.
 - Oversee periodic program evaluations and financial audits.
- Public Engagement and Transparency
 - Conduct public input sessions and regularly publish dashboards, annual reports, or summaries of spending.

4. Committee Composition

Include a diverse set of 15–20 voting members to reflect local priorities and lived experience:

- County Commissioner(s)
- Public Health Department representative
- Substance use prevention specialists
- Local healthcare/behavioral health providers
- Law enforcement (with treatment diversion experience)
- Judicial/probation/parole system staff
- Harm reduction providers

- Recovery support providers/peer recovery specialists
- School or youth services representative
- Medical examiner or coroner
- Lived experience (recovery and family members)
- Tribal representatives

Additional non-voting participants (“ex-officio”) may include the Board staff, technical experts, and epidemiologists.

5. Meetings & Operating Procedures

- Frequency:
 - Monthly or as needed to align with fund availability.
- Quorum:
 - A majority (50% + 1) of voting members.
- Decision-making:
 - Recommendations by the majority
 - Conflicts of interest must be disclosed and members recused from voting when appropriate.
- Records:
 - Maintenance of meeting minutes and attendance logs
 - Outlined funding recommendations
 - Oversight of impact and evaluation outcomes.

6. Term & Governance

- Term Length:
 - Three-year terms, with staggered renewal to ensure continuity.
 - Chair/Vice-Chair:
 - Elected annually from among voting members.
- Support Staff:
 - Provided by Genessee County (e.g., project coordination, data analysis, finance reviews, legal reviews, communications).

7. Evaluation & Accountability

- Annually report to the Board, including:
 - Recommendations for planning and data needs.
 - Recommendations for funds to be allocated.
 - Recommendations for transparency tools and sharing of information and data.
 - Output metrics (e.g., number of people trained, number of event attendees, treatment admission rates, number of peer support interactions).
 - Lessons learned and adjustments planned.

8. Conflict of Interest & Transparency

Genessee County Opioid Settlement Steering Committee Charter
Adopted September 10, 2025

- Committee members will all sign disclosure forms.
- Funds must align with opioid settlement goals; any deviation must be reported.
- Full public access to agenda, minutes, funding decisions, and outcome data through Genessee County website.



Genesee County

Staff Report

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

File #: RES-2025-2171

Agenda Date: 9/17/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Corporation Counsel

RE: Approval of Policy for Drafting Resolutions Requested by County Commissioners

BOARD ACTION REQUESTED:

Approval of Policy for Drafting Resolutions Requested by County Commissioners

BACKGROUND:

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:



Genesee County

Staff Report

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

File #: RES-2025-2225

Agenda Date: 9/17/2025

Agenda #: 3.

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

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted an Appointment Policy, no. 01.002, (the "Policy"); and

WHEREAS, this Board wishes to amend said Policy to exempt County Commissioners from having to submit an application for an appointment to a vacant position or from having to re-submit an application for re-appointment to an incumbent position they hold.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes amending the Application Section of the Appointment Policy by adding the following sentence: "Any County Commissioner wishing to be considered for an appointment under this policy is exempt from the application requirements of Section 5, is exempt from the re-application requirements of Section 6, and shall have their name automatically included as a nominee on the Board Agenda under Section 8."



01.002: Appointment Policy

Effective: 01/29/2025 – RES-2025-0072

Purpose:

The Board of County Commissioners (“this Board”) desires a comprehensive policy for filling appointed positions by this Board to the various authorities, boards, commissioners, organizations, or public bodies as those appointments are allowed or required by Michigan law, County Policy, or practice. This policy is separate from and does not govern processes related to appointing County personnel.

Authority and Responsibility:

The Appointments Committee of the Board of County Commissioners.

Application:

The Board hereby implements the following policy and procedures for the process of notification, publication of opportunities, prerequisites, application, selection, nomination, voting, and removal of appointed positions.

Policy:

The following procedure will be used for all public appointments.

1. **Notification:** At least two months prior to the expiration of a term for any position, a list of opportunities will be forwarded to the Appointments Committee (“the Committee”).
2. **Approval to Notify:** After review of possible openings by the Committee, approval will be given to notify the public of appointment opportunities.
3. **Advertisement:** Upon approval, the appointment opportunity will be advertised for 1 month. At minimum, the following entities will be notified and mediums used to announce the upcoming vacancy:
 - a. Notice to all local units of government
 - b. Advertisement on all county social media platforms
 - c. News release to all local media outlets
 - d. Other entities and mediums that will further notify the public of appointment opportunities
4. **Prerequisites:** Any individuals to be considered for appointment, and those ultimately appointed, by this Board must meet the following prerequisite qualifications and the individual:



- a. Shall be a resident of Genesee County, Michigan, and
 - b. Shall have been a resident of Genesee County, Michigan for not less than one (1) year immediately prior to consideration for appointment, and
 - c. Shall be a citizen of the United States of America and be a current registered voter in the County of Genesee and State of Michigan, and
 - d. Shall not have been convicted of a crime involving deceit, fraud, or dishonesty.
 - e. Shall not be delinquent on fines/fees/taxes to Genesee County.
5. **Application:** Application forms will be on the Genesee County Website. Interested parties may apply up to one year in advance of the expiration date of the current term of desired position. While we encourage use of the online form, applicants without access to the form may also mail the information to our office: Board Application, 1101 Beach St. Room 312, Flint MI 48502. To be considered, the following questions must be included in the application along with a letter of interest and resume:
- a. Why are you interested in serving on this board/commission?
 - b. What experience do you have that is related to the work of this board/commission?
 - c. How can you add value to this board/commission?
 - d. What factors in your life might limit your ability to serve?
 - e. What is your philosophy about diversity, equity, and inclusion?
 - f. Do you understand the Board of County Commissioners's priorities and values?
6. **Incumbents:** Incumbents are required to apply in the same manner as stated in Section 5 and will serve as the person's interest to serve another term. The following factors are taken into consideration when a term is expired:
- a. Attendance record
 - b. Length of term already served
 - c. Authority/Board/Commission input
7. **Applicant Review:** Once the application period has closed, all applications will be forwarded to all members of the Board. An ad hoc committee of the Appointments Committee, as determined by the Chairperson of the Appointments Committee, will review all applicants to determine if they are qualified based on this policy's prerequisites. As determined by the ad hoc committee, interviews may be conducted. A non-binding assessment of the applicants may be conducted by the ad hoc committee using a points system based on application questions.



8. **Selection:** When an appointment is to occur, all applicants shall be placed in a separate section on the Board Agenda for the first meeting following expiration of the position term, in compliance with Rule 2.3 of the Genesee County Board of County Commissioners Rules and Procedures. This specific section of the agenda shall include the name of the Authority, Commissioner, or Organization, the previous appointee and the expiration date of that term, and the length of the subsequent term of appointment.

9. **Nomination:** During a meeting of this Board, following along the meeting agenda, Commissioners will discuss the appointive positions that have expired or become vacant, and nominations will be taken for each position. Nominations may come from the floor and do not need to be seconded, however, only those people nominated shall be considered for appointment.

10. **Voting:** After all nominations have been made, a roll call will be taken in which each Commissioner of this Board shall state their vote by name. To be appointed, the applicant must receive a majority vote of the Commissioners elected and serving. If there are more than two (2) applicants for one position, and no applicants receive a majority, the two (2) applicants receiving the most votes will proceed to a second roll call vote. If there is only one (1) applicant, the roll call vote may be suspended, and voice vote can take place.

11. **Removal:** Any individual appointed by this Board may thereafter be removed by the concurring vote of a majority of this Board, subject to any legal limitations upon this Board's removal power if:
 - a. It is determined by this Board that the appointee did not possess all the qualifications required for appointment by Section 4 of this Policy.
 - b. For any reason as determined by the concurring majority of this Board.
 - c. It is determined that the appointee serves *ex officio*, and the elected term of office ends, the appointment also ends unless otherwise states within the appointing resolution.

12. **Publication:** On the Genesee County website, this Board, or its staff, shall publish, and at least annually update, a list of public appointments made by this Board. That list of appointed positions shall appear under a tab labeled "Appointments by the Board of Commissioners" at www.geneseecountymi.gov and shall contain: 1) the title of the body, Authority, Commission, or Organization; 2) the names of the current appointees; 3) the start and expiration date of the appointment; 4) the compensation rate received as a member; and 5) the meeting normal frequency



Genesee County

Staff Report

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

File #: RES-2025-1261

Agenda Date: 9/17/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of a grant award from the State of Michigan to provide for the 2025 Remonumentation efforts by Genesee County's Surveyor; the budget for this grant is attached

BOARD ACTION REQUESTED:

Acceptance of 2025 Remonumentation Grant from the State of Michigan

BACKGROUND:

The Remonumentation program has been ongoing since 1992.

DISCUSSION:

The survey monuments within the County were first established starting in 1822. The first systematic program to revisit and confirm all monuments was initiated in 1992. After nearly 30 years the program expanded to include the establishment of interior section corners. Currently there are a total of 3,206 points in our database relevant to this program. The number of points confirmed or established each grant year is dependent upon recordation fees received through the register of deeds. For this grant the total is 53 corners.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

Minimal. Grant funds mostly are paid to surveyors; however, some administrative costs are included. Account for grant funds: 2971-245.00-558.000

IMPACT ON FACILITIES:

Minimal. Temporary storage of monuments in secure location.

IMPACT ON TECHNOLOGY:

The information and data collected in the Remonumentation program improve our ability to create the most accurate representation of property parcel ownership that is possible.

CONFORMITY TO COUNTY PRIORITIES:

This program contributes to long term financial stability since it is 100% funded by recordation fees. The program also falls in the category of Community Growth in that it contributes to accurate property

surveys, descriptions and GIS representations which are important to economic development.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by Genesee County Surveyor to authorize accepting a grant from the State of Michigan's Department of Licensing and Regulatory Affairs (LARA) to fund the remonumentation activity, in the amount of \$122,258.00 to be deposited into account 2971-245.00-558.000, for the period commencing January 1, 2025, through December 31, 2025, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed, as necessary, to make the line item budget adjustments.

DESCRIPTION: Calendar Year 2025 Grant Acceptance

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|---------------------|---------------------|
| 2971-245.00-558.000 | STATE PARTICIPATION | (21,112.00) |
| 2971-245.00-752.000 | SUPPLIES OTHER | (3,609.65) |
| 2971-245.00-801.004 | SERV CONT GENERAL | (18,373.00) |
| 2971-245.00-804.000 | CONSULTANTS | 857.65 |
| 2971-245.00-958.014 | CSA | 13.00 |
| | | ----- |
| | | \$ (42,224.00) |

APPROVED BY: _____

DESCRIPTION: Calendar Year 2025 Grant Acceptance

| GL # | DESCRIPTION |
|---------------------|---------------------|
| 2971-245.00-558.000 | STATE PARTICIPATION |
| 2971-245.00-752.000 | SUPPLIES OTHER |
| 2971-245.00-801.004 | SERV CONT GENERAL |
| 2971-245.00-804.000 | CONSULTANTS |
| 2971-245.00-958.014 | CSA |

APPROVED BY: _____

Increase/(Decrease)

(21,112.00)

(3,609.65)

(18,373.00)

857.65

13.00

\$ (42,224.00)

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

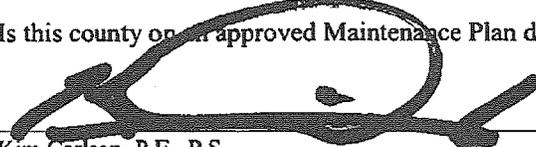
| | |
|---|--|
| Michigan Department of Licensing & Regulatory Affairs Bureau of Construction Codes Office of Land Survey & Remonumentation PO Box 30254, Lansing, MI 48909 1 st Floor Ottawa Building 611 West Ottawa Street, Lansing, MI 48933 Phone 517-241-6321 E-Mail: bccolsr@michigan.gov www.Michigan.gov/bcc | Grantee/County: Genesee <p align="center"><i>--Section below for OLSR staff use only--</i></p> Grant #: BCC 25-25 VCUST#: CV0047990 Address Code: 003 GG #: Template: 6415137T001 |
|---|--|

Grant Year: 2025

| | | | |
|--------------|--|----|---|
| \$122,258.00 | State Grant Award | | |
| | Grant Application Payment Request | | Grant Application Proposed Corners |
| \$48,903.20 | Start-Up Payment (40% of Grant Award) | 53 | Corners anticipated to be paid with funds |
| \$73,354.80 | Balance after Start-Up Payment | | Corners Completed |
| | Progress Report Payment Request | | Corners completed & paid with grant funds |
| | Amount Requested (up to 85% of Grant) | | Corners completed & paid by others |
| | Grant Balance after Progress Report | | Corners revisited & paid with grant funds |
| | Completion Report Payment Request | | Corners revisited & paid by others |
| | Amount Requested (up to 100% of Grant) | | Common corners entered into Accela twice |
| | Grant Balance after Completion Report | | Number of records entered into Accela |
| | | | Corners revisited without record |

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? No



 Kim Carlson, P.E., P.S.
 County Grant Administrator

12-30-24

 Date

--Section below for OLSR staff use only--

Payment Authorized: \$ _____ Records completed by County in current Grant Year: _____
 Grant Balance: \$ _____ Records remaining to be completed in County Plan: _____

 Nicholas J. Clever, P.S. Date
 Director, Office of Land Survey & Remonumentation

| Administrator | |
|--|---------------------|
| Name: Kim Carlson, P.E., P.S. | Phone: 810-230-1333 |
| Email Address: kimcarlson@fse.us | |
| Physical Address: 1101 Beach St. | |
| City, State, Zip: Flint, MI 48502 | |
| Representative | |
| Name: Kim Carlson, P.E., P.S. | Phone: 810-230-1333 |
| Email Address: kimcarlson@fse.us | |
| Physical Address: 5370 Miller Rd., Ste. 13 | |
| City, State, Zip: Swartz Creek, MI 48473 | |
| Address for Payments | |
| Name: Genesee County | Phone: 810-257-3163 |
| Physical Address: 1101 Beach St. | |
| City, State, Zip: Flint, MI 48502 | |

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program
County Expenditure Detail**

| Work Program Expenditures by Line Item | Budget (Grant Application) | Progress Report Expenditures | Completion Report Expenditures |
|--|-----------------------------------|-------------------------------------|---------------------------------------|
| Item A Remonumentation Services | \$91,690.00 | | |
| Item B Monument Maintenance Services | \$0.00 | | |
| Item C Remonumentation Supplies & Materials | \$7,190.00 | | |
| Item D Geodetic Control Maintenance & Operations | \$0.00 | | |
| Item E Grant Administrator Fees/Wages | \$0.00 | | |
| Item F County Representative Fees/Wages | \$12,000.00 | | |
| Item G Additional Administrative Staff Fees/Wages | \$5,500.00 | | |
| Item H Peer Group | \$3,878.00 | | |
| Item I Administrative Supplies & Indirect Costs | \$2,000.00 | | |
| Totals | \$122,258.00 | | |



OFFICE OF
GENESEE COUNTY SURVEYOR
 ROOM 312, COUNTY ADMINISTRATION BLDG.
 1101 BEACH STREET
 FLINT, MICHIGAN 48502

TELEPHONE
 (810) 257-3020
 (810) 230-1333

KIM R. CARLSON, P.E., P.S.
 County Surveyor

FAX
 (810) 230-7844

December 23, 2024

**2025 REMONUMENTATION CORNERS FOR
 GENESEE COUNTY**

GRAND BLANC TOWNSHIP, T6N-R7E

F-06, H-06, J-06, L-06, B-08, D-08, F-08, H-08, J-08, L-08, B-10, D-10, F-10, H-10, J-10, L-10, B-12, D-12, F-12, H-12, J-12, L-12.....**22 Corners**

VIENNA TOWNSHIP, T9N-R6E

B-02, D-02, F-02, H-02, J-02, L-02, B-04, D-04, F-04, H-04, J-04, L-04, B-06, D-06, F-06, H-06, J-06, L-06, B-08, D-08, F-08, H-08, J-08, L-08, B-10, D-10, F-10, H-10, J-10, L-10, B-12.....**31 Corners**

.....**TOTAL 53 Corners**

(53 Corners @ \$1,700.00 and additional \$30.00 recording fee for each LCRC)



OFFICE OF
GENESEE COUNTY SURVEYOR
ROOM 312, COUNTY ADMINISTRATION BLDG.
1101 BEACH STREET
FLINT, MICHIGAN 48502

TELEPHONE
(810) 257-3020
(810) 230-1333

KIM R. CARLSON, P.E., P.S.
County Surveyor

FAX
(810) 230-7844

September 4, 2025

Genesee County Board of Commissioners
1101 Beach Street
Flint, Michigan 48502

Reference: 2025 State of Michigan, Remonumentation Grant

To: Dale K. Weighill, Governmental Operations Committee Chairperson

As the Genesee County Land Surveyor, I am seeking Genesee County Commission approval to accept the Grant from the State of Michigan's Department of Licensing and Regulatory Affairs to perform remonumentation in Genesee County for the grant period of January 1, 2025-December 31, 2025. The authorized budget for the grant is \$122,258.00.

Respectfully,

Kim R. Carlson, P.S., P.E.
Genesee County Surveyor



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and Meridian Land Surveying, Inc., a Michigan Corporation, whose principal place of business is located at 940 S. Grand Traverse, Flint MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the "Initial Term").

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$43,250. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

at the discretion of the County's Risk Manager or other authorized representative of the County.

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

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

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

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

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

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

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

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

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

1.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

MERIDIAN LAND SURVEYING, INC.

COUNTY OF GENESEE

By: _____
Greg M. McArdle, PS
Owner

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

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

B-2, D-2, F-2, H-2, J-2, L-2, B-4, D-4, F-4, H-4, J-4, L-4, B-6, D-6, F-6, H-6, J-6, L-6, B-8, D-8, F-8.....**21 Corners**

GRAND BLANC TOWNSHIP, T6N-R7E

F-12, H-12, J-12, L-12.....**4 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.

- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.

- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing

monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.

8. Completion Date: Work may begin immediately after contract authorization. All field work must be completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

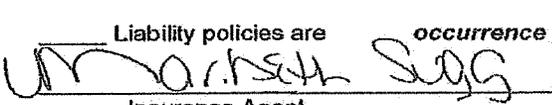
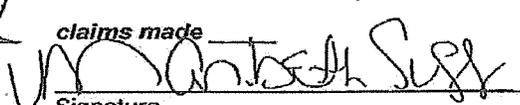
RFQ # 25-423 – Survey for Monument GPS Collection Services

| | Coverage Required | Limits (Figures denote minimums) |
|---|---|---|
| X | 1. Workers Compensation | Statutory limits of Michigan |
| X | 2. Employers' Liability | \$100,000 accidental/disease \$500,000 policy limit, disease |
| X | 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations |
| X | 4. Professional Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| | 5. Medical Malpractice | \$200,000 per occurrence \$800,000 in aggregate |
| X | 6. Automobile liability | \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned |
| | 7. Umbrella liability/Excess Coverage | \$2,000,000 BI & PD and PI |
| X | 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate | |
| | 9. Other Insurance Required: | |
| | 10. A 30-day notice of cancellation or non-renewal is required for all policies | |
| | 11. Builders Risk "All Risk" for all materials and equipment of this contract | |
| X | 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| X | 13. The Certificate must state bid number and title | |
| | **Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements | |

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

Liability policies are _____ occurrence _____ claims made _____
 
 Insurance Agent Signature

Prospective Contractor's Statement

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

MERIDIAN LAND SURVEYING _____
 Contractor Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2025

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

| PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688 | | CONTACT NAME: Simon-Sugg Joint PHONE (A/C, No, Ext): (303) 454-9562 E-MAIL ADDRESS: annette.simon@arm-i.com FAX (A/C, No): (303) 454-9564 | | | | | | | | | | | | | | | |
|---|--------|--|--|-------------------------------|--------|-----------------------------|-------|--------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Meridian Land Surveying, Inc. 940 S. Grand Traverse Street Flint MI 48502 | | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Co</td> <td>13056</td> </tr> <tr> <td>INSURER B: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: RLI Insurance Co | 13056 | INSURER B: Hanover Insurance Company | 22292 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: RLI Insurance Co | 13056 | | | | | | | | | | | | | | | | |
| INSURER B: Hanover Insurance Company | 22292 | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 25-26 G A W EX 24-25 EO **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | Y | PSB0006858 | 02/05/2025 | 02/05/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | Y | PSA0002316 | 02/05/2025 | 02/05/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PSE0002946 | 02/05/2025 | 02/05/2025 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y / N N / A | PSW0003848 | 02/05/2025 | 02/05/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability Claims Made Policy | | | LH49709421 12 | 10/08/2024 | 10/08/2025 | Each Claim 1,000,000 Aggregate 1,000,000 |

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

The certificate holder is an additional insured as their interest may appear when required by written contract.

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

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ACORD 25 (2016/03)

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Genesee County

Staff Report

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

File #: RES-2025-2195

Agenda Date: 9/17/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a Contract Extension with Rite of Passage, Inc., in an amount not to exceed \$630,000.00, to provide Day Treatment programming and an Evening Learning Center program at the Genesee County Juvenile Justice Center (GCJJC)

BOARD ACTION REQUESTED:

Approved of a contract extension with Rite of Passage, Inc., in an amount not to exceed \$630,000.00, to provide Day Treatment programming and an Evening Learning Center program at the Genesee County Juvenile Justice Center (GCJJC).

BACKGROUND:

Rite of Passage will provide an Evening Learning Center program as an extension of the Day Treatment program at the GCJJC. Rite of Passage will be working with juvenile justice leadership to provide programming for court-involved youth during after-school and evening hours at the GCJJC.

DISCUSSION:

The Evening Learning Center is an evidenced-based alternative to secure detention model. Evening centers offer key benefits to the juvenile justice system. The cost for supervision of youth in these programs is far less than in a secure setting. At the same time, the community is protected by the center's intensive daily supervision of particularly high-risk youth. The model provides structure, services, and supervision to youth during the "high-crime" after-school and evening hours from 3:00pm - 9:00pm. The program consists of a licensed therapist and a program manager that provide youth academic support, individualized clinical services, CBT groups, substance use support, community service opportunity, integration of trades training, and transition planning to ensure success after program completion. Unique to the Genesee County program, Rite of Passage has worked with the University of Cincinnati to develop an anti-gun violence program.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract extension is \$630,000.00 to be paid from account 2920-663.07-801.001. The services are a component of the approved Child Care Fund Annual Plan and Budget for FY 2025 -26. The State of Michigan will be providing a 75%/25% cost-sharing ratio for the program.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The partnership with Rite of Passage and the evening program fosters a safe, livable community, while enhancing growth for court-involved youth.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the contract between Genesee County and Rite of Passage, Inc., for day treatment programming and operation of the Evening Learning Center at the Genesee County Juvenile Justice Center, for a term commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$630,000.00 to be paid from 2920-663.07-801.001, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Rite of Passage, Inc.

This Extension is between Rite of Passage, Inc. (“ROP”) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the “Parties”), as to extend the underlying agreement entered into between the parties, reflected in Resolution # 2024-1235.

WHEREAS, the Parties executed a professional services agreement contract effective October 1, 2024 – September 30, 2025 (the “Agreement”), pursuant to which the Contractor would provide community-based prevention services and programming and Juvenile Justice Center programming to court-involved youth; and

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

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.
2. The compensation to be paid to the Contractor on this extension basis shall not exceed \$630,000.00.
3. The remaining terms of the agreement remain unchanged and in full effect.

RITE OF PASSAGE, INC.

COUNTY OF GENESEE

By: _____
Name: Rusty Alexander
Title: Business Managing Director

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

Date: _____

Date: _____

EXTENSION to Professional Service Agreement
with Rite of Passage, Inc.

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3. The remaining terms of the agreement remain unchanged and in full effect.

RITE OF PASSAGE, INC.

COUNTY OF GENESEE

By: _____
Name: Rusty Alexander
Title: Business Managing Director

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

Date: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

Table with columns for PRODUCER (Propel Insurance, 805 SW Broadway; Suite 2300, Portland, OR 97205-3363) and INSURED (Rite of Passage Inc., 2560 Business Parkway Ste A, Minden, NV 89423). Includes contact info for Cleonie Nathanielsz and a list of insurers (A-E) with NAIC numbers.

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.

Main table listing insurance coverages (A, B, C, D, E) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes details for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability-At Bay a Specialty Insurance Company -7/1/2025- 7/1/2026 Policy #AT661029905 \$2M limit of insurance
Crime Coverage Policy # 105765798
Effective 7/1/2025-2028 Travelers Casualty and Surety Company of America
Employee Theft of Clients Property \$100,000 with \$1,000 retention. Third party coverage applies.
Additional Insured status applies per attached forms if required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table with two columns: CERTIFICATE HOLDER (Genesee County, 1101 Beach Street, Flint, MI 48502) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Brad Billingsley).

This page has been left blank intentionally.

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
|---|---|-----------------------|----------------------------|
| OPS1586630 | 07/01/2025 | Rite of Passage, Inc. | Negley Associates 29518 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Additional Insured Extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

A. Additional Insured—Managers, Landlords, or Lessors of Premises

- SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person or organization, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and in connection with the ownership, maintenance or use of that part of the premises leased to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 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.
- This insurance does not apply to:
 - Any “occurrence” which takes place after you cease to be a tenant in that premises.
 - Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.
 - There is no coverage for the person or organization as an additional insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured’s activities performed for the additional insured.

B. Additional Insured—Lessor of Leased Equipment (Automatic Status When Required in Lease Agreement With You)

- SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be added as an additional insured on your policy. Such person(s) or organization(s) is an

insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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.
2. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Additional Insured—Mortgagee, Assignee, or Receiver

1. **Section II—Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you are contractually required to include as an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization
3. There is not coverage for the person(s) or organization(s) for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured's activities performed for the additional insured.

D. Additional Insured—Automatic Status

Section II—Who is An Insured is amended to include as an additional insured any person(s) or organization(s) to whom you become contractually required to include as an additional insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf with respect to their liability as specified in the written contract or agreement with the Named Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However, the insurance afforded to such additional insured:

1. only applies to the extent permitted by law; and
2. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

There is no coverage for the person(s) or organization(s) as an additional insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured's activities performed for the additional insured.

- E. Coverage for the additional insureds listed in this endorsement will apply only when a claim or "suit" for "bodily injury," or "property damage" or "personal and advertising injury" is also made and continuously maintained against the Named Insured for the Named Insured's acts or omissions or the acts or omissions of those acting on behalf of the Named Insured which give rise to the liability of the additional insured.
- F. With respect to the insurance afforded to additional insureds under this endorsement, 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 you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations.

- G. With respect to the insurance afforded to additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

1. Cancellation Notification Condition:

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

2. Primary Noncontributory Condition:

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

3. Waiver of Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or

damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement

All other terms and conditions of this policy remain unchanged.





| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
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| OPS1586630 | 07/01/2025 | Rite of Passage, Inc. | Negley Associates 29518 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions;
 - b. **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, j. **Damage to Property**;
 - c. **SECTION III—LIMITS OF INSURANCE**, Paragraph 6.; and
 - d. Paragraph 9.a. of the **DEFINITIONS** Section.

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, b. **Excess Insurance (1)(a)**.

B. Extended "Property Damage"

SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, Exclusion a. is deleted in its entirety and is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** Exclusion **g. Aircraft, Auto or Watercraft (2)** is deleted in its entirety and is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than fifty-eight (58) feet long; and
- (b) Not being used to carry persons or property for a charge;

D. Medical Payments—Reporting Expenses

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

COVERAGE C. MEDICAL PAYMENTS, Section **1. Insuring Agreement, a.(3)(b)** is deleted in its entirety and is replaced by the following:

provided that:

- (b) The expenses are incurred within one year of the date of the accident and reported to us within three years of the date of the accident; and

E. Supplementary Payments—Bail Bonds

SUPPLEMENTARY PAYMENTS — COVERAGES A. AND B. Paragraph **1.b.** is deleted in its entirety and is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

F. Supplementary Payments—Loss of Earnings

SUPPLEMENTARY PAYMENTS— COVERAGES A. AND B. Paragraph **1.d.** is deleted in its entirety and is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

G. Additional Insured—Managers, Landlords, or Lessors of Premises

1. SECTION II—WHO IS AN INSURED is amended to include as an additional insured the following:

Any person or organization but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

However:

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

2. 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:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Extension shall not increase the applicable Limits of Insurance shown in the Declarations.

3. This insurance does not apply to:
 - a. Any “occurrence” which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

H. Additional Insured—Lessor of Leased Equipment (Automatic Status When Required in Lease Agreement With You)

1. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. 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.

2. A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:** The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Extension shall not increase the applicable Limits of Insurance shown in the Declarations.

I. SECTION II—WHO IS AN INSURED, newly acquired or formed organizations

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, **SECTION II—WHO IS AN INSURED**, Paragraph 3.a. is deleted in its entirety and is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period;

J. Bodily Injury—Mental Anguish

Paragraph **3.** of the **DEFINITIONS** Section is deleted in its entirety and is replaced by the following:

1. “Bodily injury”:
 - a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
 - b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

K. Personal and Advertising Injury—Abuse of Process

If **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, Paragraph **14.b.** of the **DEFINITIONS** Section is deleted in its entirety and is replaced by the following:

- b. Malicious prosecution or abuse of process;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXTENSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

For the purposes of this endorsement the coverage part is amended as follows:

A. The following is added to **SECTION III—WHO IS AN INSURED:**

Any person(s) or organization(s) to whom you become contractually required to include as an insured, as specifically required in a written contract or agreement, but only for any vicarious liability imposed upon the additional insured for the negligence of the Named Insured.

However, coverage only applies to written contracts or agreements executed prior to loss and prior to July 1, 2023.

Coverage does not apply to renewals or extensions of written contracts or agreements originally executed prior to July 1, 2023.

There is no coverage for the person(s) or organization(s) for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the additional insured.

B. With respect to the insurance afforded to additional insureds under this endorsement, the following is added to **SECTION IV—LIMITS OF INSURANCE:**

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

1. Required by the written contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations.

- C. With respect to the insurance afforded to the additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

1. Cancellation Notification Condition:

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

2. Primary Noncontributory Condition:

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

3. Waiver of Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | |
|--|----------------|-----------------------------|-----------------|
| Insured Rite of Passage, Inc | | Policy No. WC F137281 01 | |
| Company Great American Alliance Insurance Company | Effective Date | Premium \$ | Endorsement No. |
| Authorized Representative Propel Insurance | | | |

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:
Included

WC 00 03 13 (Ed. 04-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | |
|--|----------------|-----------------------------|-----------------|
| Insured Rite of Passage, Inc | | Policy No. WC F137283 01 | |
| Company Great American Alliance Insurance Company | Effective Date | Premium \$ | Endorsement No. |
| Authorized Representative Propel Insurance | | | |

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization for whom the insured has agreed by written contract to furnish this waiver for all states listed in Item 3A of the Information Page.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Rite of Passage, Inc. whose principal place of business is located at 2560 Business Parkway Ste A, Minden, NV 89423** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

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

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$630,000.00. If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the

Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Equipment Purchased with County Funds

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

9.2 Reporting

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

9.3 Conveyance to the County

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

10. Nondiscrimination

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

11. Freedom of Information Act

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

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such

intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

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

13.3 Audit

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

13.4 Records Retention

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

14. Identity Theft Prevention

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

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

15. Insurance Requirements and Indemnification

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

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

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

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

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

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain

and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

15.2 Indemnification

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

property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

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

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Subpoena Power

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

17.8 Severability and Survival

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

17.9 Interpretation

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

17.10 Remedies

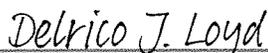
All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

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

RITE OF PASSAGE, INC

COUNTY OF GENESEE

By: 

By: 
Delrico J. Loyd (Jan 20, 2025 14:27 EST)

Rusty Alexander, MBA
Business Managing Director

Date: 01/07/2025

Delrico Loyd, Chairperson
Board of County Commissioners

Date: Jan 20, 2025

EXHIBIT A

Description of the Services

Eligibility criteria: Court-involved youth, either in community placement or at the Genesee County Juvenile Justice Center, ages 12-17 at the time of the offense. Services to offenders that were under the age of 18 at the time of the offense may be provided past the age of eighteen in certain circumstances where the Court has lawfully extended its jurisdiction beyond age 18.

The program will consist of two staggered 16-week cohort(s) with up to 20 students each, consisting of a classroom phase and a community phase. During Classroom Phase every youth will receive an Intake Assessment, Initial Case Plan, and a Monthly Case Plan.

A. Classroom phase

Up to six hours of structured activities, organized in five-hour long blocks including

- 1) positive skill development
- 2) psychosocial group, featuring “gun, safe” (an anti-gun violence, gun crime, curricula),
- 3) educational assistance/credit recovery
- 4) wellness period
- 5) Individual behavioral health session, and transportation, as mutually agreed upon with Genesee County officials.

B. Community phase.

-Rite care will provide a transitional assessment that will result in one of three community risk levels: high, medium, or low.

-The team who provided the classroom phase will follow the cohort into the community and provide the service packages as identified in the transitional assessment.

High, medium, and low service packages will consist of in- Home Behavioral Health sessions, in community support, meetings, school or workplace visits, family, behavioral health and support meetings, drug testing, independent living and life skills support.

C. Program Hours

- Classroom Phase: 300PM to 900PM with weekend activities as mutually agreed upon with Genesee County

- Community Phase: 800AM to 500PM or as needed

*Weekend activities as mutually agreed-upon with Genesee County will consist of positive youth development opportunities, community service, and group outings.

D) Training, Quality Assurance, and Evaluation

1. 40 hours of pre-service training.
2. 40 hours of annual training and recertification.
3. Annual quality assurance shall be conducted by Rite of Passage using the scope of work as the audit tool.

4. Monthly spot checks to assure Fidelity will be conducted by the district Director.
5. A semiannual academic evaluation will be conducted by Rite of Passage in conjunction with our academic/university partner.

E) Billing for non-clinical services will be submitted by the program manager in conjunction with Rite of Passage accounts, receivable department monthly and will be submitted to the Genesee County accounts payable department.

Billing invoice shall include the following:

- Billing month
- Youth's full name
- Date of birth
- Age
- Total amount for entire invoice

Billing for Medicaid eligible services will be submitted directly to Michigan Medicaid by clinicians in conjunction with Rite of Passage Medicaid billing department.

F) Personnel

1. Cohort one

One full-time community specialist

One half-time, behavioral health clinician

2. Cohort two

One full-time community specialist

One half-time behavioral health clinician

3. One full-time Program manager. (Program manager will be hired at some point as mutually agreed between cohort, one in cohort to be identified.)

4. The Program Manager shall report to the District Director. Rite of Passage is responsible to recruit, hire, train, evaluate, discipline, and terminate all program employees.

Rite Care will provide an Evening Learning Center that will operate from 3:30pm to 8:30pm Monday through Friday, with weekend hours available for high-risk youth that may need additional support in the community. The program will consist of a licensed therapist and a program manager that will provide youth academic support, individualized clinical services, CBT groups utilizing the University of Cincinnati curriculum, a gun violence program, substance use support, community service opportunities, and transition planning to ensure success after program dismissal.



Genesee County

Staff Report

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

File #: RES-2025-2196

Agenda Date: 9/17/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a contract between Genesee County and Mt. Morris Consolidated Schools, in the amount of \$266,785.00, to provide for two (2) School Resource Officers; revenue from this contract will be deposited into account 2855-308.09-674.029

BOARD ACTION REQUESTED:

I am requesting approval of the Professional Services Contract between the Office of Genesee County Sheriff and Mt. Morris Consolidated Schools. This contract will continue to provide two School Resource Officers assigned to Mt. Morris Consolidated Schools

BACKGROUND:

This contract will provide two Genesee County Sheriff's Deputy, who are a Certified Police Officers, to act as the Resource Officers to Mt. Morris Consolidated Schools. The cost of such services is estimated to be and intended not to exceed \$266,785.00 for the period of August 20, 2025, to June 30, 2026, with the option to extend the contract as long as services are requested in additional one-year terms. (See Exhibit A attached.) These funds will be deposited in the Account #2855-308.09-674.029.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the General Fund these positions are fully paid for by Mt. Morris Consolidated Schools.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the County Priorities by promoting safe communities and expanding the role of the county as convener to enhance relationships that contribute to the growth of our community.

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 Genesee County Sheriff to authorize entering into a School Resource Officer Contract between Genesee County and Mt. Morris Consolidated Schools, whereby the Office of Genesee County Sheriff will provide two Genesee County Sheriff's deputies, who are Certified Police Officers, to act as School Resource Officers to the Mt. Morris Consolidated Schools, for the school year period commencing August 20, 2025, through June 30, 2026, at an estimated cost not to exceed \$266,785.00 to be fully funded by Mt. Morris Consolidated School District with funds to be deposited into account 2855-308.09-674.029, with no cost to the County, is approved (a copy of the memorandum request, School Resource Officer Contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), both the Chairperson of this Board and the Sheriff are authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Mt Morris Consolidated Schools
Service Dates 8/20/25-6/30/26

Account Name

| | |
|---------------------------------------|-------|
| Salary Permanent | |
| Salary Overtime | |
| Longevity | _____ |
| Salaries Total | |
| | |
| Social Security | |
| Medical Insurance | |
| Optical Insurance | |
| Dental Insurance | |
| Life Health Insurance | |
| Retirement | |
| Workers Compensation | |
| Unemployment | |
| Post-Retirement Benefits | _____ |
| Fringes Total | |
| | |
| Supplies | |
| Training | |
| Laundry Robes Uniforms | |
| Motor Pool Charges | |
| Governmental Service Fee (CSA) | _____ |
| Other Non-Personnel Exp. Total | |
| | |
| Expense Total | |

SRO Budget

New

110,921.00
6,000.00
4,677.00

121,598.00

9,302.00
35,083.00
216.00
1,916.00
722.00
12,160.00
1,824.00
243.00
30,399.00

91,865.00

3,000.00
3,000.00
4,000.00
32,000.00
11,322.00

53,322.00

266,785.00

DESCRIPTION: Mt Morris FY25 remainder BA

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|------------------------|---------------------|
| 2855-308.09-674.029 | LOCAL CONTRIBUTION | 10,500.00 |
| 2855-308.09-752.000 | SUPPLIES OTHER | 750.00 |
| 2855-308.09-768.001 | LAUNDRY ROBES UNIFORMS | 750.00 |
| 2855-308.09-910.005 | TRAINING EMPLOYEES | 1,000.00 |
| 2855-308.09-957.005 | MOTOR POOL CHARGES | 8,000.00 |



Genesee County

Staff Report

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

File #: RES-2025-2212

Agenda Date: 9/17/2025

Agenda #: 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of the appropriation from the Office of Highway Safety Planning in the amount of \$650,786.00 for the purpose of funding the Genesee County Secondary Road Patrol

BOARD ACTION REQUESTED:

Approval of the appropriation from the Office of Highway Safety Planning in the amount of \$650,786.00 for the purpose of funding the Genesee County Secondary Road Patrol for the grant period of October 1, 2025, through September 30, 2026.

BACKGROUND:

This program allows the Sheriff to provide traffic enforcements on county roads. The funding will be used for personnel, vehicle mileage, and equipment that are directly related to secondary road patrols. This is an annual grant from the State of Michigan.

DISCUSSION:

There is no match requirement for this grant.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

A budget amendment is attached to adjust the budget to the actual award.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant conforms to the county priorities by allowing the Sheriff's Office to patrol and respond to emergencies on secondary roads, therefore providing safer communities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting the FY 2026 Secondary Road Patrol and Traffic Accident Prevention Program appropriation grant from the Office of Highway Safety Planning, in the amount of \$650,786.00, for the period commencing October 1, 2025, through September 30, 2026, with no County match required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.

Secondary Road Patrol Agreement

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Completion of this page is required for application submission.**

Secondary Road Patrol Agreement

Funding Period — October 1, 2025 - September 30, 2026

State Allocation

\$650,786.00

Maintenance of Effort (MOE) Requirement

21.00 FTEs

Background:

The Office of Highway Safety Planning (OHSP) is responsible for administering the Secondary Road Patrol and Traffic Accident Prevention Fund. Before a county obtains its grant from the amount annually appropriated for secondary road patrol and traffic accident prevention, the county shall enter into an agreement for the secondary road patrol and traffic accident prevention services with the OHSP.

In each fiscal year, \$15,000,000 of the proceeds deposited in the state treasury for taxes on the retail selling price of spirits must be allocated to the secondary road patrol and training fund (MCL 256.629e). A county's share of the amount annually appropriated for secondary road patrol and traffic accident prevention must be the same percentage that the county received, or was eligible to receive, of the total amount allocated to all counties under section 12 of 1951 PA 51, MCL 247.662, less the amounts distributed for snow removal and engineers, during the period of July 1, 1976, through June 30, 1977. As such, this funding formula has not changed since 1977.

Maintenance of Effort (MOE):

The county shall immediately notify OHSP of any reductions in the expenditures or working number of county-funded road patrol positions if the remaining number of working road patrol positions is below the September 30, 1978 or September 30, 2021, level, whichever year the expenditures or level of road patrol is lower. This notification shall include the latest county estimate of total county general fund revenue for the pertinent county fiscal year. Notification shall be in writing and include appropriate explanatory information.

County agrees to use funding solely on secondary roads for the following services to be provided:

- Patrolling and monitoring traffic violations.
- Enforcing the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's office while providing the services required by Public Act 416 of 1978 (P.A. 416).
- Investigating accidents involving motor vehicles.
- Providing emergency assistance to persons on or near a highway or road patrolled as required by P.A. 416.

The sheriff's office can provide these services on secondary roads within a city or village if the legislative body of the local unit of government passes a resolution requesting the services, with the exception of taking complaints.

How funds can be spent:

- Employing additional personnel
- Purchasing additional equipment
- Enforcing laws in state and county parks
- Providing selective motor vehicle inspection programs
- Providing traffic safety information and education programs that are in addition to those provided before the effective date of P.A. 416, October 1, 1978

Eligible Expenses:

Eligible expenses include:

- Salaries and fringe benefits for time that deputies spend on secondary road patrol assignments.
- Mileage reimbursement OR Actual automotive costs.
NOTE: If using a mileage rate that includes an allowance for depreciation of the vehicle, including the IRS rate, the county may not also request reimbursement for a vehicle.
- Equipment expenses.
- Supplies and Operating expenses.

Ineligible Expenses:

Ineligible expenses include:

- Salaries and fringe benefits for time that deputies did not spend on secondary roads.
- Any costs related to non-secondary road patrol activity.

Quarterly Reimbursement Requests:

The county agrees to submit a Quarterly Financial Report within 20 days of the completion of each quarterly period beginning with the date of this agreement. A general ledger report produced by the county's official accounting system must be submitted with each Quarterly Financial Report. The ledger **must** reconcile to reported costs.

Funds are allocated each fiscal year beginning October 1. Sheriff offices must submit for reimbursement requests quarterly. Quarterly reports are due:

1. January 20
2. April 20
3. July 20
4. October 20

Reimbursement requests must be made using the OHSP MGX system. All personnel costs, automotive expenses, equipment, and operating costs must be listed and provided with the general ledger. All costs requested must reconcile

with the general ledger.

Method of Payment:

The State of Michigan shall reimburse the county for expenditures incurred during the previous quarter. Reimbursement may be delayed should the county fail to provide all required reports and other documentation or is not in compliance with P.A. 416 and the Agreement Conditions and Requirements. Unallowable costs will not be reimbursed.

Quarterly SRP Statistical Reporting Requirements:

The county agrees to submit Quarterly SRP Statistical Report at the same time as the Quarterly Financial Report through MGX within 20 days of the completion of each quarterly period beginning with the date of this agreement:

1. Number of FULL TIME equivalent certified SRP Funded Road Patrol Deputies.
2. Number of FULL TIME equivalent certified County-Funded Road Patrol Deputies.
3. The total number of sworn officers in the sheriff's office.
4. Number of miles traveled performing road patrol by SRP Funded Road Patrol Deputies.
5. Number of miles traveled performing road patrol by County-Funded Road Patrol Deputies.
6. Number of traffic stops made by SRP Funded Road Patrol Deputies.
7. Number of traffic stops made by County-Funded Road Patrol Deputies.
8. Number of traffic-related verbal warnings given by SRP-Funded Road Patrol Deputies.
9. Number of traffic-related verbal warnings given by County-Funded Road Patrol Deputies.
10. Number of traffic-related citations issued by SRP-Funded Road Patrol Deputies.
11. Number of traffic-related citations issued by County-Funded Road Patrol Deputies.

SRP Related Activities (Only report on SRP activities for below)

12. Number of traffic citations issued in county parks.
13. Number of non-traffic arrests made in county parks.
14. Number of calls for assistance in county parks.
15. Number of crashes investigated which occurred on trunk lines.
16. Number of crashes investigated which occurred on secondary roads.
17. Number of crashes investigated which occurred in villages or cities.
18. Number of fatal crashes investigated which occurred on trunk lines.
19. Number of fatal crashes investigated which occurred on secondary roads.
20. Number of fatal crashes investigated which occurred in villages or cities.
21. Number of OWI arrest involving alcohol.
22. Number of OWI arrest involving drugs.

23. Number of alcohol offenses resulting in open container in vehicle arrests.
24. Number of crimes investigated resulting in crime reports filed.
25. Number of crimes investigated resulting in criminal arrests.
26. Number of motorists assists.
27. Number of law enforcement assists to your department.
28. Number of law enforcement assist to other departments or agencies.
29. Number of community traffic safety training sessions held.
30. Number of citizens attending the community safety training sessions.

Annual Reporting Requirements:

The county is required to submit their annual report through the MGX system which contains:

- (a) A description of the services provided by the sheriff's department of the county under MCL 51.76, other than the services provided in a county park.
- (b) A description of the services provided by the sheriff's department of the county under MCL 51.76 in county parks in the county.
- (c) A copy of each resolution by a city or village of the county which requests the sheriff's department of the county to provide the services described in MCL 51.76.
- (d) A copy of each contract between a county and a township of the county in which township the sheriff's department is providing a law enforcement service, as required by MCL 51.77(7).
- (e) The law enforcement plan developed under subsection (7), i.e., the Sheriff of each county and the director of the Department of Michigan State Police, or their authorized representatives shall meet and develop a law enforcement plan for the unincorporated areas of the county.
- (f) The recommendations of the sheriff's department of the county on methods of improving the services provided under section MCL 51.76, improving the training programs of law enforcement officers.
- (g) The recommendations of the sheriff's department of the county on methods of improving the services provided under section MCL 51.76, improving the communications system of the sheriff's department.
- (h) The recommendations of the sheriff's department of the county on improving the services provided by the Secondary Road Patrol Program.
- (i) The recommendations of the sheriff's department of the county on improving coordination of the enforcement agencies in your county.
- (j) The description of the role alcohol played in the incidences of personal injury, traffic accidents, and traffic fatalities in the county.

Record Keeping Requirements:

The county must maintain accounting records, following generally accepted accounting procedures, to receive reimbursement for expenditures under this agreement. Documentation supporting all expenditures shall be maintained for at least three years after the expiration of the fiscal year covering this agreement. The Sheriff agrees to expend funds obtained under this agreement only during the period covered by the agreement and only for purposes specified. All revenue and expenditures shall be recorded in a fund or account separate from the provider's other funds or accounts. The general ledger is required and must reconcile to reported costs.

1. Personnel Costs. Amounts expended under this agreement for P.A. 416-Funded Road Patrol Deputies shall be based upon payrolls documented and approved in accordance with the policies and practices of the Sheriff and shall be supported by time and attendance records and daily activity logs for individual employees. The daily logs must detail all activities engaged in, locations of activities, and times engaged in each activity.
2. All automotive expenses, supplies, and equipment shall be authorized and procured in accordance with the general policies and practices of the county. Automotive expenses can be reported based either on the actual costs incurred for vehicles, gasoline, maintenance, insurance, and other vehicle costs, or on actual miles driven times a mileage rate. If the county chooses to use a mileage rate, they may either use the most recently published IRS business rate, in which case no further calculation is required, or calculate the mileage rate based on the county's actual costs. Supporting documentation for the county's calculated rate must be kept on file for review during monitoring.

Monitoring and Audit:

The OHSP, the Local Government Audit Division of the Michigan Department of Treasury, and the State Auditor General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sheriff which are related to this agreement, for purpose of monitoring and audit.

The county shall comply with the requests of the OHSP for information on reports related to the manpower, expenditures, and services of the county.

Termination

The agreement is void if the county reduces its expenditures or level of road patrol below that which the county was expending or providing immediately before October 1, 1978, or October 1, 2021, whichever year the expenditures or level of road patrol is less. (MCL 51.77(1)). If there is an allegation of non-compliance with the provisions of this subsection, the OHSP shall notify the Sheriff in writing and afford the Sheriff with an opportunity to demonstrate compliance. If compliance cannot be established, OHSP shall notify the Sheriff in writing of the termination of this agreement. This termination shall be effective as of the date on which the non-compliance originally occurred.

Sanctions:

If the county materially fails to comply with the terms and conditions of the agreement, the OHSP may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the county.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current agreement.
4. Withhold further funding for the program.
5. Take other remedies that may be legally available.

Signature Agreement

Instructions

- Select the checkbox below to provide an electronic signature for the grant agreement.
- **An electronic signature from each of the specified roles is required before application submission.**

Agency Project Director - Sheriff

* Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

Agency Authorized Official - County Chairperson

* Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

Agency Financial Officer

* Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

DESCRIPTION: FY26 416 SRP Grant amendment

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|-------------------------|---------------------|
| 2860-315.00-558.000 | STATE PARTICIPATION | (218,644.00) |
| 2860-315.00-702.000 | SALARIES & WAGES | (125,744.00) |
| 2860-315.00-709.000 | SOCIAL SECURITY | (9,619.00) |
| 2860-315.00-718.000 | MEDICAL INSURANCE | (42,100.00) |
| 2860-315.00-723.000 | POST-RETIREMENT BENEFIT | (5,200.00) |
| 2860-315.00-725.000 | OPTICAL INSURANCE | (260.00) |
| 2860-315.00-726.000 | DENTAL INSURANCE | (2,300.00) |
| 2860-315.00-727.000 | LIFE HEALTH INSURANCE | (788.00) |
| 2860-315.00-728.000 | RETIREMENT | (12,574.00) |
| 2860-315.00-729.000 | WORKERS COMPENSATION | (1,886.00) |
| 2860-315.00-730.000 | UNEMPLOYMENT | (252.00) |
| 2860-315.00-978.000 | EQUIPMENT | (17,921.00) |



Genesee County

Staff Report

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

File #: RES-2025-2235

Agenda Date: 9/17/2025

Agenda #: 5.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of a Remonumentation Contract with Meridian Land Surveying

BOARD ACTION REQUESTED:

Approval of contract for surveying services related to 2025 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research of and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has a long and successful history performing this work. An RFQ was for this work was completed in January of this year.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, the cost of the contract is to be paid by the Remonumentation Grant funds. Amount not to exceed \$43,250. To be paid from account 2971-245.00-801.004

IMPACT ON FACILITIES:

None, work will be performed offsite.

IMPACT ON TECHNOLOGY:

Minimal. A modest amount of digital information will be received from surveyors and consume storage space.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel information for citizens and business owners.

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 County Surveyor to authorize entering into a Professional Services Contract between Genesee County and Meridian Land Surveying, Inc., whereby the contractor will provide surveying services to the County for the 2025 Genesee County Remonumentation Grant, for the period commencing January 1, 2025, through December 31, 2025, in an amount not to exceed \$43,250.00 to be paid from account 2971-245.00-801.004, is approved (a copy of the memorandum request, supporting documents, and contract amendments being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the “County”), and Meridian Land Surveying, Inc., a Michigan Corporation, whose principal place of business is located at 940 S. Grand Traverse, Flint MI 48502 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the “Initial Term”).

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$43,250. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

5. **Contract Administrator**

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

6. **Warranties**

The Contractor warrants that:

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

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

7. **Suspension of Work**

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

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

11. **Intellectual Property**

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

12. **Audit Rights**

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

at the discretion of the County's Risk Manager or other authorized representative of the County.

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

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

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

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

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

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

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

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

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

1.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

MERIDIAN LAND SURVEYING, INC.

COUNTY OF GENESEE

By: _____
Greg M. McArdle, PS
Owner

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

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

B-2, D-2, F-2, H-2, J-2, L-2, B-4, D-4, F-4, H-4, J-4, L-4, B-6, D-6, F-6, H-6, J-6, L-6, B-8, D-8, F-8.....**21 Corners**

GRAND BLANC TOWNSHIP, T6N-R7E

F-12, H-12, J-12, L-12.....**4 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.

- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.

- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing

monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.

8. Completion Date: Work may begin immediately after contract authorization. All field work must be completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

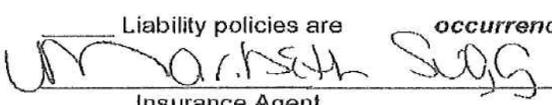
RFQ # 25-423 -- Survey for Monument GPS Collection Services

| | Coverage Required | Limits (Figures denote minimums) |
|---|---|---|
| X | 1. Workers Compensation | Statutory limits of Michigan |
| X | 2. Employers' Liability | \$100,000 accidental/disease \$500,000 policy limit, disease |
| X | 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations |
| X | 4. Professional Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| | 5. Medical Malpractice | \$200,000 per occurrence \$800,000 in aggregate |
| X | 6. Automobile liability | \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned |
| | 7. Umbrella liability/Excess Coverage | \$2,000,000 BI & PD and PI |
| X | 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate | |
| | 9. Other Insurance Required: | |
| | 10. A 30-day notice of cancellation or non-renewal is required for all policies | |
| | 11. Builders Risk "All Risk" for all materials and equipment of this contract | |
| X | 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| X | 13. The Certificate must state bid number and title | |
| | **Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements | |

Insurance Agent's Statement

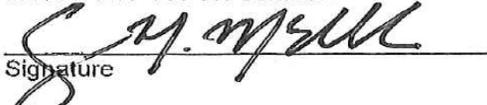
I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are occurrence claims made
 Insurance Agent  Signature

Prospective Contractor's Statement

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

MERIDIAN LAND SURVEYING Contractor  Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2025

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

| | | | |
|---|--|---|--|
| PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688 | | CONTACT NAME: Simon-Sugg Joint PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564 E-MAIL ADDRESS: annette.simon@arm-i.com | |
| INSURED Meridian Land Surveying, Inc. 940 S. Grand Traverse Street Flint MI 48502 | | INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 13056 22292 | |

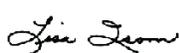
COVERAGES **CERTIFICATE NUMBER:** 25-26 GAW EX 24-25 EO **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | PSB0006858 | 02/05/2025 | 02/05/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | PSA0002316 | 02/05/2025 | 02/05/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | PSE0002946 | 02/05/2025 | 02/05/2026 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | PSW0003848 | 02/05/2025 | 02/05/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability Claims Made Policy | | | LH49709421 12 | 10/08/2024 | 10/08/2025 | Each Claim 1,000,000 Aggregate 1,000,000 |

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

The certificate holder is an additional insured as their interest may appear when required by written contract.

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

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ACORD 25 (2016/03)

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Genesee County

Staff Report

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

File #: RES-2025-2237

Agenda Date: 9/17/2025

Agenda #: 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of a Remonumentation Contract with Davis Land Surveying & Engineering, Inc

BOARD ACTION REQUESTED:

Approval of contract for surveying services related to 2025 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research into and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has a long and successful history performing this work. An RFQ was for this work was completed in January of this year.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, the cost of the contract is to be paid by the Remonumentation Grant funds. Amount not to exceed \$8,650. To be paid from account 2971-245.00-801.004

IMPACT ON FACILITIES:

None, work will be performed offsite.

IMPACT ON TECHNOLOGY:

Minimal. A modest amount of digital information will be received from surveyors and consume storage space.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel information for citizens and business owners.

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 County Surveyor to authorize entering into a Professional Services Contract between Genesee County and Davis Land Surveying & Engineering, Inc., whereby the contractor will provide surveying services to the County for the 2025 Genesee County Remonumentation Grant, for the period commencing January 1, 2025, through December 31, 2025, in an amount not to exceed \$8,650.00 to be paid from account 2971-245.00-801.004, is approved (a copy of the memorandum request and contract being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the “County”), and Davis Land Surveying & Engineering, Inc., a Michigan surveying and engineering company, whose principal place of business is located at 415 W. Nepessing Road, Lapeer, MI 48446 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the “Initial Term”).

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$8,650. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

5. **Contract Administrator**

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

6. **Warranties**

The Contractor warrants that:

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

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

7. **Suspension of Work**

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

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

11. **Intellectual Property**

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

12. **Audit Rights**

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

at the discretion of the County's Risk Manager or other authorized representative of the County.

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

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

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

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

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

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

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

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

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

1.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

DAVIS LAND SURVEYING & ENG

COUNTY OF GENESEE

By: _____
Corwin P. Mabery, P.E.
President

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

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

F-10, H-10, J-10, L-10, B-12.....**5 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a

reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All work must be completed no later than December 30, 2025 and all office activities completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a

professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFQ # 25-423 – Survey for Monument GPS Collection Services

| Coverage Required | Limits (Figures denote minimums) |
|---|---|
| X 1. Workers Compensation | Statutory limits of Michigan |
| X 2. Employers' Liability | \$100,000 accidental/disease \$500,000 policy limit, disease |
| X 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations |
| X 4. Professional Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| 5. Medical Malpractice | \$200,000 per occurrence \$800,000 in aggregate |
| X 6. Automobile liability | \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned |
| 7. Umbrella liability/Excess Coverage | \$2,000,000 BI & PD and PI |
| X 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate | |
| 9. Other Insurance Required: | |
| 10. A 30-day notice of cancellation or non-renewal is required for all policies | |
| 11. Builders Risk "All Risk" for all materials and equipment of this contract | |
| X 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| X 13. The Certificate must state bid number and title | |
| **Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements | |

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____ Liability policies are occurrence _____ claims made _____

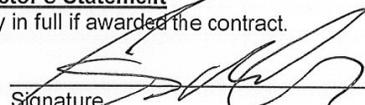
_____ Insurance Agent

_____ Signature

Prospective Contractor's Statement

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

Corwin Mabry
Contractor


Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

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

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

| PRODUCER Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433 | CONTACT NAME: Commercial Dept CISR PHONE (A/C, No, Ext): (810) 659-7330 FAX (A/C, No): (810) 659-8910 E-MAIL ADDRESS: commercial@boisinsurance.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|-------------------------------------|-------|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Home-Owners Insurance Company</td> <td>26638</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Home-Owners Insurance Company | 26638 | INSURER B: Auto-Owners Insurance Co | 18988 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
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| INSURER B: Auto-Owners Insurance Co | 18988 | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Davis Land Surveying And Engineering, Inc. 415 W Nepeessing St Lapeer MI 48446-2106 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL259212229 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 14961529 | 05/01/2025 | 05/01/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 25,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 5596152900 | 05/01/2025 | 05/01/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 5596152901 | 05/01/2025 | 05/01/2026 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | A106666743 | 05/01/2025 | 05/01/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

CERTIFICATE HOLDER

Proof of Coverage
For Information Purposes Only
Personalized COI Available
Upon Request

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Genesee County

Staff Report

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

File #: RES-2025-2238

Agenda Date: 9/17/2025

Agenda #: 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Remonumentation Contract with Fenton Land Surveying, Inc

BOARD ACTION REQUESTED:

Approval of contract for surveying services related to 2025 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research of and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has a long and successful history performing this work. An RFQ was for this work was completed in January of this yearNone

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, the cost of the contract is to be paid by the Remonumentation Grant funds. Amount not to exceed \$8,650. To be paid from account 2971-245.00-801.004

IMPACT ON FACILITIES:

None, work will be performed offsite.

IMPACT ON TECHNOLOGY:

Minimal. A modest amount of digital information will be received from surveyors and consume storage space.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel information for citizens and business owners.

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 County Surveyor to authorize entering into a Professional Services Contract between Genesee County and Fenton Land Surveying & Engineering, Inc., whereby the contractor will provide surveying services for the County for the 2025 Genesee County Remonumentation Grant, for the period commencing January 1, 2025, through December 31, 2025, in an amount not to exceed \$8,650.00 to be paid from account 2971-245.00-801.004, is approved (a copy of the memorandum request and contract being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the “County”), and Fenton Land Surveying & Engineering (FLSE), Inc., a Michigan surveying and engineering company, whose principal place of business is located at 14165 N. Fenton Rd, Ste 101A, Fenton, MI 48430 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the “Initial Term”).

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$8,650. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

5. **Contract Administrator**

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

6. **Warranties**

The Contractor warrants that:

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

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

7. **Suspension of Work**

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

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

11. **Intellectual Property**

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

12. **Audit Rights**

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

at the discretion of the County's Risk Manager or other authorized representative of the County.

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

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

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

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

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

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

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

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

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

1.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

FENTON LAND SURVEYING & ENG

COUNTY OF GENESEE

By: _____
Jason P. White, PS
Owner

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

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

H-08, J-08, L-08, B-10, D-10.....**5 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a

reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All work must be completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a professional and timely manner acceptable to the Remonumentation

Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFQ # 25-423 – Survey for Monument GPS Collection
Services

| | Coverage Required | Limits (Figures denote minimums) |
|---|---|---|
| X | 1. Workers Compensation | Statutory limits of Michigan |
| X | 2. Employers' Liability | \$100,000 accidental/disease \$500,000 policy limit, disease |
| X | 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations |
| X | 4. Professional Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| | 5. Medical Malpractice | \$200,000 per occurrence \$800,000 in aggregate |
| X | 6. Automobile liability | \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned |
| | 7. Umbrella liability/Excess Coverage | \$2,000,000 BI & PD and PI |
| X | 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate | |
| | 9. Other Insurance Required: | |
| | 10. A 30-day notice of cancellation or non-renewal is required for all policies | |
| | 11. Builders Risk "All Risk" for all materials and equipment of this contract | |
| X | 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| X | 13. The Certificate must state bid number and title | |
| | **Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements | |

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____ Liability policies are *occurrence* _____ *claims made* _____

_____ Insurance Agent

_____ Signature

Prospective Contractor's Statement

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

_____ Contractor

_____ Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2025

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

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

| PRODUCER The Joshua Biggs Agency LLC 14165 N Fenton Rd Suite 104F Fenton MI 48430 | CONTACT NAME: Joshua Biggs PHONE (A/C, No, Ext): 5172011559101 FAX (A/C, No): 8104713800 E-MAIL ADDRESS: joshua_biggs@thebiggsagency.com | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|---------------------|-------|------------|---------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Fenton Land Surveying & Engineering Inc 14165 N Fenton Road Suite 101A Fenton MI 48430 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Cas Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td>Allied World Ins Co</td> <td>22730</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Hartford Cas Ins Co | 29424 | INSURER B: | Allied World Ins Co | 22730 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Hartford Cas Ins Co | 29424 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Allied World Ins Co | 22730 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|----------------|
| | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 81SBAAN3UW0 | 11/15/2024 | 11/15/2025 | EACH OCCURRENCE | \$ \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ \$2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | Y | 81UECG88910 | 11/15/2024 | 11/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | Y | Y | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 81WECAN3V1M | 11/15/2024 | 11/15/2025 | PER STATUTE | |
| | | | | | | | OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1000000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1000000 |
| B | Professional Liability | Y | Y | 03131412 | 11/15/2024 | 11/15/2025 | E.L. DISEASE - POLICY LIMIT | \$ 1000000 |
| | | | | | | | | \$ |

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

The listed named Certificate Holder, it's Members, Directors, Officers, Employees, Agents. The Owner and such other persons and parties as required by contract shall be Additionally Insured for Primary, Non-Contributory Coverage and Completed Operations Coverage on the Commercial General, Workers Compensation, & Automobile Liability Policies. A waiver of subrogation is included on the general liability, automobile liability and workers' compensation policies. A thirty (30) day notice of cancellation applies to all policies shown above.

| | |
|--|--|
| CERTIFICATE HOLDER Genesee County; ATTN: Risk Management 1101 Beach St Flint MI 48502-1417 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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Genesee County

Staff Report

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

File #: RES-2025-2239

Agenda Date: 9/17/2025

Agenda #: 8.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Remonumentation Contract with Fleis & Vandenbrink, Inc

BOARD ACTION REQUESTED:

Approval of contract for surveying services related to 2025 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research of and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has a long and successful history performing this work. An RFQ was for this work was completed in January of this year.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, the cost of the contract is to be paid by the Remonumentation Grant funds. Amount not to exceed \$31,140. To be paid from account 2971-245.00-801.004

IMPACT ON FACILITIES:

None, work will be performed offsite.

IMPACT ON TECHNOLOGY:

Minimal. A modest amount of digital information will be received from surveyors and consume storage space.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel information for citizens and business owners.

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 County Surveyor to authorize entering into a Professional Services Contract between Genesee County and Fleis & VandenBrink (F&V), whereby the contractor will provide surveying services to the County for the 2025 Genesee County Remonumentation Grant, for the period commencing January 1, 2025, through December 31, 2025, in an amount not to exceed \$31,140.00 to be paid from account 2971-245.00-801.004, is approved (a copy of the memorandum request and contract being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the “County”), and Fleis & VandenBrink (F&V), a surveying and engineering company, whose principal place of business is located at 9475 Holly Road, Ste 201, Grand Blanc, MI 48439 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the “Initial Term”).

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$31,140. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

5. **Contract Administrator**

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

6. **Warranties**

The Contractor represents that:

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

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

7. **Suspension of Work**

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

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

11. **Intellectual Property**

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

12. **Audit Rights**

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

at the discretion of the County's Risk Manager or other authorized representative of the County.

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

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

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

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

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

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

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

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

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

1.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

FLEIS & VANDENBRINK

COUNTY OF GENESEE

By: _____
Kevin Cleaver, PS
Survey Group Manager

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

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

GRAND BLANC TOWNSHIP, T6N-R7E

F-06, H-06, J-06, L-06, B-08, D-08, F-08, H-08, J-08, L-08, B-10, D-10, F-10, H-10, J-10, L-10, B-12, D-12.....**18 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall

become part of a permanent record in the County. These records will be used as a reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All field work must be completed no later than December 30 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all

services in a professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFQ # 25-423 – Survey for Monument GPS Collection
Services

| Coverage Required | Limits (Figures denote minimums) |
|-------------------|---|
| X | 1. Workers Compensation Statutory limits of Michigan |
| X | 2. Employers' Liability \$100,000 accidental/disease \$500,000 policy limit, disease |
| X | 3. General Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations |
| X | 4. Professional Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| | 5. Medical Malpractice \$200,000 per occurrence \$800,000 in aggregate |
| X | 6. Automobile liability \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned |
| | 7. Umbrella liability/Excess Coverage \$2,000,000 BI & PD and PI |
| X | 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate |
| | 9. Other Insurance Required: |
| | 10. A 30-day notice of cancellation or non-renewal is required for all policies |
| | 11. Builders Risk "All Risk" for all materials and equipment of this contract |
| X | 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) |
| X | 13. The Certificate must state bid number and title |
| | **Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements |

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____ Liability policies are **occurrence** X **claims made** _____

Jill Wierenga

Insurance Agent



Signature

Prospective Contractor's Statement

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

Contractor

Signature

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



Genesee County

Staff Report

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

File #: RES-2025-2240

Agenda Date: 9/17/2025

Agenda #: 9.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a contract between Genesee County and Lake Fenton Community Schools, in the amount of \$124,973.00, to provide one (1) School Resource Officer; revenue from this contract will be deposited into account 2855-308.05-674.029

BOARD ACTION REQUESTED:

The Genesee county Sheriff's Office is requesting approval of the Professional Services Contract between the Office of Genesee County Sheriff and Lake Fenton Community Schools. This contract will continue to provide one School Resource Officers assigned to Lake Fenton Community Schools for the contract term of 10/1/2025-6/12/2026.

BACKGROUND:

This contract will provide one Genesee County Sheriff's Deputy, who is a Certified Police Officer, to act as the Resource Officers to Lake Fenton Community Schools. The cost of such services is estimated to be and intended not to exceed \$124,973.00 for the period of October 1, 2025 through June 12, 2026, with the option to extend the contract as long as services are requested in additional one-year terms. (See Exhibit A attached.) These funds will be deposited in the Account #2855-308.05-674.029.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the General Fund this position is fully paid for by Lake Fenton Community Schools.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the County Priorities by promoting safe communities and expanding the role of the county as convener to enhance relationships that contribute to the growth of our community.

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 Genesee County Sheriff to authorize entering into a School Resource Officer Contract between Genesee County and Lake Fenton Community Schools, whereby the Office of Genesee County Sheriff will provide one Genesee County Sheriff's deputy, who is a Certified Police Officer, to act as School Resource Officer to the Lake Fenton Community Schools, for the school year period commencing October 1, 2025, through June 12, 2026, at an estimated cost not to exceed \$124,973.00 to be fully funded by Lake Fenton Community School District with funds to be deposited into account 2855-308.05-674.029, with no cost to the County, is approved (a copy of the memorandum request, School Resource Officer Contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), both the Chairperson of this Board and the Sheriff are authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Lake Fenton
Service Dates 10/1/25-6/12/26

Account Name

Salary Permanent
Salary Overtime
Longevity
Salaries Total _____

Social Security
Medical Insurance
Optical Insurance
Dental Insurance
Life Health Insurance
Retirement
Workers Compensation
Unemployment
Post-Retirement Benefits
Fringes Total _____

Supplies
Training
Laundry Robes Uniforms
Motor Pool Charges
Governmental Service Fee (CSA)
Other Non-Personnel Exp. Total _____

Expense Total

SRO Budget

New

48,808.00
3,000.00
2,072.00

53,880.00

4,122.00
14,910.00
92.00
814.00
296.00
5,388.00
808.00
108.00
13,470.00

40,008.00

1,500.00
1,500.00
2,000.00
16,000.00
10,085.00

31,085.00

124,973.00

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), acting through the Office of Genesee County Sheriff, (the "Sheriff"), and **Lake Fenton Community Schools** a Michigan general powers school district, whose principal place of business is located at **11425 Torrey Rd, Fenton, Michigan 48430** "the District" (the County, Sheriff, and **Lake Fenton Community Schools** together being the "Parties").

1. Term

1.1 Initial Term

Contract begins October 1, 2025, and ends June 12, 2026

1.2 Extension Terms

The Parties have the option to extend, but a new contract will be drafted for each year based on current staff and equipment costs.

2. Purpose

This contract is entered into for the purpose of the Sheriff providing one Genesee County Sheriff's deputy who is a certified police officer to act as a School Resource Officer to the Lake Fenton Community Schools District. The School Resource Officers shall be assigned to school buildings as determined by the School Resource Officers in collaboration with the district's designee.

3. Scope of Work

The Sheriff agrees to assign one certified police officer to the **Lake Fenton Community Schools** to provide police and counseling services to students, teachers, administrators, and parents within the school system, as well as assist in the preparation of, and training for, emergency preparedness plans (the "Services"). While on duty, the School Resource Officers shall perform the following duties:

- a. Plan and participate in classroom instruction in specialized programs and on a visiting instructor basis, when requested.
- b. Act as a resource person in law enforcement education at the request of the District, principals, and with the approval of the Sheriff.
- c. Conduct criminal investigations of violations of law on District property, which are initiated by the School Resource Officer or reported by school personnel per

interagency agreement. Additionally, may investigate any juvenile cases involving District students on or off school property.

- d. Work in conjunction with school-based security to maintain peace on District property.
- e. Visit District schools and work with administrators, staff, students, and parents to improve school/police relations regarding security and emergency response.
- f. Act as a resource person to the District on police matters and incidents.
- g. Coordinate emergency medical service at the request of the Principal or his/her designee.
- h. Follow and conform to all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct, that do not conflict with the policies and procedures of the Police Department in non-emergency situations.
- i. The School Resource Officer will not be responsible for general student discipline. The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators. However, the School Resource Officer may assist the Superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the School Resource Officer will resolve the problem to preserve the school climate.
- J. The School Resource Officer will wear their authorized duty weapons in accordance with the Sheriff's Office policy.

4. Employment of School Resource Officers

The School Resource Officers shall be employees of the Sheriff's Office and shall be subject to its administration, supervision, and control. The Sheriff's Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline School Resource Officers. The Sheriff's Office retains the right to manage and direct the services provided by the School Resource Officers.

If a School Resource Officer fails to abide by the terms of this MOA, follow the policies and procedures of the District, or perform the School Resource Officer's duties, the Superintendent or designee shall notify the County in writing of the specific problems. If the School Resource Officer fails to remedy the problems within fifteen (15) school days after the date of notification or an agreed

upon date by the Parties, the Superintendent or designee may request the County to assign a new School Resource Officer in accordance with the procedures set forth in Paragraph 5.

5. Selection of School Resource Officer

The Parties acknowledge that the selection of the SRO is a critical aspect of the SRO Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The Chief of Police, or their designee, with input from the Superintendent of the District, shall select the SRO. The Chief of Police or their designee will advise the District of the selection and the criteria that were utilized in making the decision. The following factors will be considered, among others, in the selection process:

- a. The officer's desire to work with youth.
- b. The officer's prior experience in law enforcement and youth work.
- c. The officer's interpersonal and communication skills, along with their work records.
- d. The officer's academic background and/or other pertinent training.

6. Training and Certification

The School Resource Officer must be an MCOLES-certified police officer employed by the County and must have and maintain all training and credentials necessary to maintain that status. The School Resource Officer should receive training in the following areas:

- a. Basic School Resource Officer
- b. Advanced School Resource Officer
- c. Single Officer Rapid Deployment.,
- d. Adolescent Mental Health and trauma-informed care
- e. Student privacy protections and laws governing the release of student information
- f. Diversity, Equity, and Inclusion, which may include implicit bias and disproportionality in school-based arrests based on race and disability.

7. Regular Duty Hours of School Resource Officers

- 7.1 The School Resource Officer will be assigned to the District on a full-time basis of eight (8) hours on those days and during those hours that school is in session.
- 7.2 Whenever possible, it is the intent of the parties that the School Resource Officer's service duty hours shall conform to the school day. However, the Parties may mutually agree to adjust the School Resource Officer's hours to attend after-school events, training, investigative work, public speaking events, and any other need related to the services under this MOA. Those hours shall be considered as regular time hours under this MOA upon mutual agreement of the Parties.
- 7.3 It is understood and agreed that time spent by School Resource Officers attending municipal or Circuit Court, Juvenile Court, and/or criminal cases arising from and/or out of employment as a School Resource Officer shall be considered a part of the regular hours worked by the School Resource Officer under this MOA.
- 7.4 In the event the School Resource Officer is absent from work due to unforeseen circumstances, the School Resource Officer shall notify their supervisor in the Sheriff's Office and the contact person designated by the District. The Sheriff's Office will assign another qualified officer, if available, to substitute for the School Resource Officer who is absent, beginning with the sixth consecutive day of absence. If the assigned School Resource Officer is absent for less than six days, no substitute will be assigned.
- 7.5 The School Resource Officer position is a 12-month position running concurrent with the school year calendar. It is preferred that a School Resource Officer take vacation time when students are not in attendance. In the event a School Resource Officer elects to take vacation time when school is in session, the Sheriff's Office will notify the District of the impending absence and will assign another qualified officer to substitute for the School Resource Officer who is absent.
- 7.6 It is understood by the District that the School Resource Officer may be called from the school and perform School Resource Officer duties in order to assist with an active emergency in the County, which shall be at the request of the on-duty Sheriff's Office supervisor. The time spent during such reassignment shall not be considered hours worked under this MOA. In such an event, the compensation paid by the District to the County shall be reduced by the number of hours of School Resource Officer service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the Parties.

8. Employment and Supervision

School Resource Officers are employees of the County and not employees of the District. This MOA shall not create an employment relationship between the District and the School Resource Officers. The County is responsible for the training, discipline, and dismissal of its personnel. The School Resource Officer is subject to the chain of command of the County and Sheriff's Office. In the performance of their duties, School Resource Officers shall coordinate and communicate with the Principal or designee of the school to which they are assigned.

9. Compensation

- 9.1 Lake Fenton Community Schools agrees to pay the County the actual costs for performing all Services covered by this Contract. The basic cost of such Services is estimated to be, and intended by the parties not to exceed, **\$124,973.00** for the Term described above. (See Exhibit A which is incorporated herein by reference). The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs incurred by the County and the Sheriff in providing the Services. The County reserves the right to demand, and Lake Fenton Community Schools agrees to pay, all actual costs incurred in providing the Services, dollar for dollar, including vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.
- 9.2 The County will provide **Lake Fenton Community Schools** bi-monthly invoices, along with any supporting documentation such as time sheets and receipts for incurred expenses. Actual computation of applicable costs hereunder shall be made by the Genesee County Controller. Payments for such costs shall be made promptly by Lake Fenton Community Schools to the County within thirty (30) days of receipt of the County's invoice and supporting documentation.
- 5.3 In addition to the basic costs designated in subsection 5.1 above, Lake Fenton Community Schools agrees to pay costs for any overtime incurred while providing the services under this Contract.
- 5.4 The County and the Sheriff agree to keep overtime incurred during the period covered by this Contract to a minimum and to report overtime costs, if any, to the District monthly.
- 5.5 If, during the period covered by this Contract, an increase in salary, fringe benefits or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employee or as a result of rate increases, this Contract shall be amended to include the increased cost of providing the services covered by this Contract, and Lake Fenton Community Schools agrees to reimburse the County to the extent of the increased costs.

- 5.6 If, during the period covered by this Contract, an officer who is currently or has been assigned to this Contract retires from, or otherwise leaves, the employment of the Sheriff, Lake Fenton Community Schools agrees that it will be liable for any vacation benefit payout that has accrued while on assignment to the District. Lake Fenton Community Schools will not be liable for any vacation benefit payout accrued during periods of employment while not assigned to the District.

10. Taxes

The County is a Michigan Municipal Corporation. Lake Fenton Community Schools acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

11. Access to Education Records

- 11.1 School officials shall allow School Resource Officers to inspect and copy any public records maintained by the school to the extent allowed by law.
- 11.2 If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the School Resource Officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 11.3 If a school resource officer needs confidential student record information but no emergency situation exists, the information may be released only as allowed by law.

12. Contract Administrator

Captain **Jason Murphy** is the contract administrator for this contract. **Lake Fenton Community Schools** acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract and agrees to provide the Contract Administrator with a copy of all notices related to this Contract.

13. Termination

- 13.1 Any party may terminate this Contract for any reason upon written notice to the other parties of not less than forty-five (45) days prior to the date of such termination. In the event of termination under this sub-paragraph, the District shall be entitled to a refund of any compensation paid for Services that were not rendered. The District shall not be liable to, nor obligated to

pay, for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

13.2 The County may terminate this Contract immediately in the event its costs exceed, or are anticipated to exceed, **\$124,973.00** for the Contract Term and **Lake Fenton Community Schools** declines to pay the County for such additional costs.

13.3 In the event of termination, the County is not liable to Lake Fenton Community Schools for any costs incurred to obtain substitute performance.

14. Nondiscrimination

The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that they will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. The Parties further covenant that they will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

15. Freedom of Information Act

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

16. Liability

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.

To the extent permitted by law, the County agrees to indemnify and hold harmless the District, its Board of Education, officers, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the District, its Board of Education, officers, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors

or omissions of the School Resource Officers performing Services pursuant to this MOA.

17. Compliance with Laws

The Parties agree to fully and faithfully carry out the duties as set forth herein using their best efforts in accomplishing all Services under this MOA, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Party is subject, the Parties hereby agree to be bound by all Federal, State, or County of Genesee ordinances, rules, regulations and policies, all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

18. Insurance Requirements

Each Party shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

- 18.1 Workers' Compensation Insurance: The Parties shall each procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan
- 18.2 Commercial General Liability Insurance: The District shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (one million dollars) per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- 18.3 The County shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 (two million dollars) for armed School Resource Officer services and not less than \$1,000,000 (one million dollars) for unarmed School Resource Officer services per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E)

Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

19. General Provisions

19.1 Entire Contract

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

19.1.1. The Contract - This Professional Services Contract

19.1.2. Exhibit A -Anticipated Budget

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

19.2 Independent Contractor

Under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, the County shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the SRO Program, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. No tenure or other rights/benefits typically arising out of this employee- employer relationship shall arise out of this Agreement on behalf of the County, its employees, or agents.

19.3 No Assignment

The County may not assign or subcontract this Contract without the express written consent of Lake Fenton Community Schools.

19.4 Modification

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

19.5 Binding Effect

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

19.6 Headings

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

19.7 Governing Law and Dispute Resolution

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing. Any and all disputes between the Parties concerning any alleged breach of this MOA or arising out of or relating to the interpretation of this MOA or the Parties' performance of their respective obligations under this MOA shall be resolved by arbitration. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect and shall be held in Genesee County, Michigan. Each party shall be responsible for its own costs in connection with arbitration, including costs of legal representation. The arbitrator's fees and costs shall be shared equally by the Parties. A judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

19.8 Severability and Survival

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

19.9 Interpretation

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

19.10 Remedies

All remedies specified in this Contract are non-exclusive. Each Party reserves the right to seek all remedies available under this Contract and applicable law if the other Party fails to abide by the terms of this Contract.

19.11 Waiver of Breach

No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

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

COUNTY OF GENESEE

By: _____ Date: _____
Delrico Lloyd Chairperson
Board of County Commissioners

OFFICE OF GENESEE COUNTY SHERIFF

By: _____ Date: _____
Christopher Swanson, Sheriff

Lake Fenton Community Schools

By: _____ Date: _____
Julie Williams Superintendent

DESCRIPTION: Lake Fenton contract costing alignment

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|-------------------------|---------------------|
| 2855-308.05-674.029 | LOCAL CONTRIBUTION | (18,398.00) |
| 2855-308.05-702.000 | SALARIES & WAGES | (21,055.00) |
| 2855-308.05-709.000 | SOCIAL SECURITY | (1,452.00) |
| 2855-308.05-713.000 | OVERTIME | - |
| 2855-308.05-714.000 | LONGEVITY | 2,072.00 |
| 2855-308.05-718.000 | MEDICAL INSURANCE | (6,140.00) |
| 2855-308.05-723.000 | POST-RETIREMENT BENEFIT | 10,870.00 |
| 2855-308.05-725.000 | OPTICAL INSURANCE | (38.00) |
| 2855-308.05-726.000 | DENTAL INSURANCE | (336.00) |
| 2855-308.05-727.000 | LIFE HEALTH INSURANCE | (98.00) |
| 2855-308.05-728.000 | RETIREMENT | (1,898.00) |
| 2855-308.05-729.000 | WORKERS COMPENSATION | (285.00) |
| 2855-308.05-730.000 | UNEMPLOYMENT | (38.00) |



Genesee County

Staff Report

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

File #: RES-2025-2242

Agenda Date: 9/17/2025

Agenda #: 10.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a contract between Genesee County and Hurley Medical Center, in the amount of \$747,111.00, to provide Police Services; revenue from this contract will be deposited into account 2862-315.00-674.029

BOARD ACTION REQUESTED:

I am requesting approval of the Professional Services Contract between the Office of Genesee County Sheriff and Hurley Medical Center. This contract will continue to provide police services to Hurley Medical Center.

BACKGROUND:

This contract will provide Genesee County Sheriff's Deputies, who are a Certified Police Officers, police services to Hurley Medical Center. The cost of such services is estimated to be and intended not to exceed \$747,111.00 for the period of October 1, 2025, to September 30, 2026, with the option of extending the contract as long as services are requested in additional one-year terms. (See Exhibit A attached.) These funds will be deposited in the Account #2862-315.00-674.029.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the General Fund these positions are fully paid for by Hurley Medical Center.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the County Priorities by promoting safe communities and expanding the role of the county as convener to enhance relationships that contribute to the growth of our

community.

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 Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County and Hurley Medical Center, whereby the Office of Genesee County Sheriff will provide Genesee County Sheriff's deputies, who are Certified Police Officers, to provide law enforcement services to the Hurley Medical Center, for the term commencing October 1, 2025, through September 30, 2026, at an estimated cost not to exceed \$747,111.00 to be fully funded by Hurley Medical Center with funds to be deposited into account 2862-315.00-674.029, with no cost to the County, is approved (a copy of the memorandum request, Agreement for Enforcement Services, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), both the Chairperson of this Board and the Sheriff are authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

**AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND HURLEY MEDICAL CENTER**

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and **HURLEY MEDICAL CENTER**, whose principal place of business is located at One Hurley Plaza, Flint, MI 48503 ("Hurley") (the County, Sheriff, and Hurley together being the "Parties").

WHEREAS, Hurley has called upon the Sheriff to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Hurley, as described within the proposal submitted in response to Hurley's request for proposals;

WHEREAS, Hurley is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services at Hurley Medical Center during the period of **October 1, 2025, through September 30, 2026**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services to Hurley to the extent and in the manner set forth in this Agreement.
2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.
 - (a) The County agrees to assign certified police officers to Hurley to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Hurley as described within the proposal submitted in response to the County's request for proposals (the "Services"). See **Exhibit A – Scope of Services**.
 - (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.
 - (c) Services performed under this Agreement may include, if requested by Hurley, traffic enforcement, license inspection and enforcement.

- (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed by the Sheriff.
- 3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from Hurley, its officers, agents, and employees.
- 4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered.
- 5. (a) Hurley shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for Hurley, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, Hurley shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless Hurley against any such claim.
- 6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of Hurley, its officers, or employees, and Hurley shall defend and hold harmless the County, its officers, and employees against any such claims.
- 7. Hurley, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold Hurley, its officers, and employees harmless against any such claims.
- 8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2025, through September 30, 2026**, with the option to extend for two (1) year terms upon presentation and acceptance of the then-current budget figures.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
- 9. (a) Hurley agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed **\$747,111.00** (See Exhibit B). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, Hurley furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), Hurley agrees to pay costs for overtime incurred while providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

(c) Hurley is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

- (d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by Hurley on receipt of the CFO's monthly statement.
 - (e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and Hurley agrees to reimburse the County to the extent of the increased costs.
 - (f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. Hurley agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to Hurley, for the actual time period that officer is on assignment to Hurley. Hurley will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to Hurley. The County will bill Hurley annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from Hurley.
 - (g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.
 - (h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit B to this Agreement and Hurley declines to pay County for such additional costs.
10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to Hurley on a monthly basis.
11. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Contract to conform with any new or revised legislation, rules and regulations to which Hurley is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws.
12. General Provisions
- (a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services, the Scope of Services (Exhibit A), and the Projected Budget (Exhibit B), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

- (b) This Contract and all attachments, as well as all other information submitted by Hurley to the County, are subject to disclosure under the provisions of MCL §§ 15.231 et seq., known as the “Freedom of Information Act.”
- (c) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.
- (d) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of Hurley. Hurley may not assign this Agreement without the express written consent of the County.
- (e) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.
- (f) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.
- (g) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.
- (h) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.
- (i) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.
- (j) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that Hurley fails to abide by the terms of this Agreement.
- (k) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

Signatures Appear on Next Page

IN WITNESS WHEREOF, Hurley has authorized this Agreement to be executed by its President and CEO, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of the resolution being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

HURLEY MEDICAL CENTER

BY: Delrico Lloyd, Chairperson

BY: Melany Gavulic, President & CEO

Date: _____

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. **Oversee and monitor criminal situations and preventions.** The Office of Genesee County Sheriff (GCSO) is committed to assigning staff that will not only oversee and monitor criminal situations, but will handle them personally. Those assigned will be Certified Police Officers that are seasoned and equipped to respond to any emergency call for service.
2. **Predominantly assigned to patient care areas which include: The Main Emergency Department (treatment area), Pediatric Emergency Department, Prompt Care & Triage. Additional areas of patrol should include waiting rooms, ED corridors, CDU, Registration and the Social Work Office.** The GCSO will focus foot patrols to the patient care areas that historically demand higher attention, as well as, servicing the less active areas throughout the hospital.
3. **Assist Public Safety on other events within the building or outside that represent a threat to staff, patients, and visitors.** The GCSO will work in cooperation with the Public Safety Officers already established. However, because GCSO staff are Certified Police Officers, they shall have the final determination on how crimes/civil disturbances on the hospital grounds are handled.
4. **Will seek areas of need within the Emergency Department independent of direction.** The GCSO will always be on guard and operate without the need for direct supervision. This includes the Emergency Department.
5. **Patrol continuously in specified areas.** The GCSO will be on constant patrol.
6. **Work in conjunction with Public Safety to maintain crowd control.** The GCSO will work in concert with Public Safety regarding any acts of disturbance to include "Crowd Control".
7. **Representatives from the Sheriff's Office and Hurley Medical Center will meet quarterly to discuss concerns and address any issues.** The GCSO and Command Staff will be made available to meet quarterly to discuss any concerns or issues.
8. **Respond to Hurley Medical Center emergencies outside the Emergency Department when needed.** The GCSO will respond to any emergency at Hurley Medical Center regardless of the location or incident.
9. **LEVEL OF SERVICE:**
 - (a) **At all times the selected police officers shall provide HMC with the same level of service expected from a full-time police force, 24 hours each day/7 days per week.** It is unreasonable to assume five Full-Time Employee (FTE) positions could constitute a full-time police operation. However, The GCSO will provide five FTE's that shall focus on patrol services. Also included is an Investigative Fee of \$10,000.00, which will cover the basic service of a₆ Police Detective, who will process all arrest warrants and conduct interviews of arrested subjects. Scheduling of the Patrol staff is a negotiated job duty under the Sergeant's Collective Bargaining Unit. This does not include costs associated from unforeseen incidents that demand additional resources

in order to respond appropriately, such as: additional Command Staff, additional Detectives, K-9s, Evidence Technicians, or additional Patrol Deputies. In the event additional services are required, Hurley Medical Center shall be invoiced for the additional costs.

- (b) **Two uniformed officers are required. One per each 12-hour shift. There shall be a police officer on duty and available to respond to HMC immediately at all times.** The OGCS will provide five FTE's, four will be scheduled 12 hour shifts:

| | | | |
|----------------|----------------|----------------|----------------|
| A Shift | 6AM-6PM | B Shift | 6PM-6AM |
| C Shift | 6AM-6PM | D Shift | 6PM-6AM |

The fifth FTE will be a swing-shift position to cover any hours that are uncovered, as well as, call-ins, workers' compensation leave, sick leave, personal days, court time, training or vacation.

- (c) **Permanent assignment but ability to substitute if call-off occurs.** The GCSO will assign five FTE's. However, should the need arise by either party, they can be substituted immediately. In addition, should the FTE be temporarily reassigned, they shall be replaced.
- (d) **Deputies shall track time in accordance with department guidelines.** The GCSO will track, schedule, and approve all payroll using Genesee County's current payroll system, Kronos.
- (e) **Remain on Hurley Medical Center property for all lunch/break periods.** The GCSO will remain on Hurley Medical Center's property for lunch and break periods.

10. **REQUIRED EQUIPMENT: Uniformed deputy comes complete with all necessary equipment and vehicle.** The GCSO will provide five FTE's that are Certified Police Officers under the Michigan Commission on Law Enforcement Standards (MCOLES). They will be provided all necessary equipment required by a Police Officer, as well as, a fully- marked police vehicle.

11. **DISPATCH: Maintain communication using spectra link telephone and/or Public Safety radio.** The GCSO will be in constant communication via telephone, cell phone, or public safety radio. In addition, the GCSO will monitor Central Dispatch via their assigned portable radio.

12. **PERSONNEL TRAINING RQUIREMENTS:**

- (a) **MCOLES Certified Police Officer and be in compliance with City/State requirements.** The GCSO will provide five FTE's that are MCOLES Certified Police Officers.
- (b) **Deputies are required to complete hospital training requirements for accreditation source.** The GCSO will make available the staff selected to attend required hospital training.

- (c) **Hurley Medical Center has understanding that deputies will be required to attend shift roll call.** The GCSO will attend Roll Call.

Hurley Patrol
Service Dates 10/1/25-9/30/26

| <u>Account Name</u> | <u>Patrol Budget</u> |
|---------------------------------------|----------------------|
| Salary Permanent | 349,314.00 |
| Salary Overtime | 27,000.00 |
| Salary Premium | 6,000.00 |
| Longevity | 15,253.00 |
| Salaries Total | <hr/> 397,567.00 |
| | |
| Social Security | 30,337.00 |
| Medical Insurance | 105,250.00 |
| Optical Insurance | 649.00 |
| Dental Insurance | 5,749.00 |
| Life Health Insurance | 1,970.00 |
| Retirement | 39,657.00 |
| Workers Compensation | 5,948.00 |
| Unemployment | 793.00 |
| Post-Retirement Benefits | 99,142.00 |
| Fringes Total | <hr/> 289,495.00 |
| | |
| Training | 7,500.00 |
| Supplies | 7,500.00 |
| Laundry Robes Uniforms | 10,000.00 |
| Copier Charges | 500.00 |
| Motor Pool Charges | 16,000.00 |
| Governmental Service Fee (CSA) | 18,549.00 |
| Other Non-Personnel Exp. Total | <hr/> 60,049.00 |
| | |
| Expense Total | 747,111.00 |

DESCRIPTION: Hurley contract costing alignment

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|-------------------------|---------------------|
| 2862-315.00-674.029 | LOCAL CONTRIBUTION | 221,705.00 |
| 2862-315.00-702.000 | SALARIES & WAGES | 45,012.00 |
| 2862-315.00-709.000 | SOCIAL SECURITY | 4,533.00 |
| 2853-315.00-714.000 | LONGEVITY | 15,253.00 |
| 2862-315.00-718.000 | MEDICAL INSURANCE | 59,845.00 |
| 2862-315.00-723.000 | POST-RETIREMENT BENEFIT | 86,142.00 |
| 2862-315.00-725.000 | OPTICAL INSURANCE | 374.00 |
| 2862-315.00-726.000 | DENTAL INSURANCE | 3,613.00 |
| 2862-315.00-728.000 | RETIREMENT | 5,927.00 |
| 2862-315.00-729.000 | WORKERS COMPENSATION | 888.00 |
| 2862-315.00-730.000 | UNEMPLOYMENT | 118.00 |

DESCRIPTION: Hurley contract costing alignment

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| 2862-315.00-674.029 | LOCAL CONTRIBUTION | 221,705.00 |
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| 2862-315.00-726.000 | DENTAL INSURANCE | 3,613.00 |
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| 2862-315.00-729.000 | WORKERS COMPENSATION | 888.00 |
| 2862-315.00-730.000 | UNEMPLOYMENT | 118.00 |

)



Genesee County

Staff Report

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

File #: RES-2025-2243

Agenda Date: 9/17/2025

Agenda #: 11.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a contract between Genesee County and Atlas Twp and the Goodrich School Board, in the amount of \$1,074,465.00, to provide for police services including School Resource Officers; revenue from this contract will be deposited into accounts 2853-315.00-622.010/2855-308.07-674.029

BOARD ACTION REQUESTED:

I am requesting approval of the Professional Services Contract between the Office of Genesee County Sheriff and Atlas Twp and the Goodrich School Board. This contract will continue to provide Police Services and School Resource Officers assigned to Atlas Twp. and Goodrich Schools.

BACKGROUND:

This contract will provide police services including certified police deputies, detective and school resource officers to Atlas Twp. and Goodrich Schools. The cost of such services is estimated to be and intended not to exceed \$1,074,465.00 for the period of October 1, 2025, to September 30, 2026, with the option to extend the contract as long as services are requested in additional one-year terms. (See Exhibit A attached.) These funds will be deposited in the Accounts 2853-315.00-622.010/2855-308.07-674.029

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

Create, post, and fill one (1) police deputy position.

IMPACT ON BUDGET:

There is no impact on the General Fund these positions are fully paid for by Atlas Twp. and the Goodrich School Board.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the County Priorities by promoting safe communities and expanding the role of the county as convener to enhance relationships that contribute to the growth of our community.

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 Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County, Atlas Township, and the Goodrich School Board, whereby the Office of Genesee County Sheriff will provide police services and school resource officers to Atlas Township and Goodrich Schools, for the contract period commencing October 1, 2025, through September 30, 2026, at an estimated cost not to exceed \$1,074,465.00 to be fully funded by Atlas Township and the Goodrich School Board with funds to be deposited into accounts 2853-315.00-662.010 and 2855-308.07-674.029, with no cost to the County, is approved (a copy of the memorandum request, Agreement for Enforcement Services, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), both the Chairperson of this Board and the Sheriff are authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Road Patrol

| | <u>SAL PERM</u> | <u>SAL O.T.</u> | <u>SAL PREM</u> |
|----------------|------------------------|------------------------|------------------------|
| Full Yr Deputy | 69,862.81 | | |
| Full Yr Deputy | 69,862.81 | | |
| Full Yr Deputy | 69,862.81 | | |
| Full Yr Deputy | 69,862.81 | | |
| Full Yr Deputy | 69,862.81 | | |
| 40% Sgt | 37,848.58 | | |
| Overtime | | 18,000.00 | |
| Salary Premium | | | 6,000.00 |
| Total | 387,163.00 | 18,000.00 | 6,000.00 |

SRO

| | | | |
|----------------|------------------|-----------------|----------|
| Full Yr Deputy | 69,862.81 | | |
| Overtime | | 3,000.00 | |
| Total | 69,863.00 | 3,000.00 | - |

| <u>LONG</u> | <u>FICA</u> | <u>MED</u> | <u>OPTICAL</u> | <u>DENTAL</u> | <u>LIFE/HLTH</u> |
|-------------|-------------|------------|----------------|---------------|------------------|
| 2,794.51 | 5,558.29 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 2,794.51 | 5,558.29 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 2,794.51 | 5,558.29 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 2,794.51 | 5,558.29 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 2,794.51 | 5,558.29 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 3,784.86 | 3,184.96 | 6,456.58 | 38.50 | 262.85 | 176.64 |
| 720.00 | 1,432.08 | | | | |
| 240.00 | 477.36 | | | | |

| | | | | | |
|-----------|-----------|------------|--------|----------|----------|
| 18,717.00 | 32,886.00 | 111,706.00 | 688.00 | 6,012.00 | 2,147.00 |
|-----------|-----------|------------|--------|----------|----------|

| | | | | | |
|----------|----------|-----------|--------|----------|--------|
| 2,794.51 | 5,558.28 | 21,049.92 | 129.84 | 1,149.84 | 394.08 |
| 120.00 | 238.68 | | | | |
| 2,915.00 | 5,797.00 | 21,050.00 | 130.00 | 1,150.00 | 394.00 |

| <u>RTMT</u> | <u>W/C</u> | <u>UNEMP</u> | <u>PRB</u> | | Wage + LP |
|-------------|------------|--------------|------------|------------|-----------|
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.52 | 72,657.32 |
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.52 | 72,657.32 |
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.52 | 72,657.32 |
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.52 | 72,657.32 |
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.52 | 72,657.32 |
| 62,450.17 | 624.50 | 83.27 | 10,408.36 | 125,319.27 | 41,633.44 |
| 4,680.00 | 280.80 | 37.44 | 4,680.00 | 29,830.32 | 18,720.00 |
| 1,560.00 | 93.60 | 12.48 | 1,560.00 | 9,943.44 | 6,240.00 |
| <hr/> | | | | | |
| 105,019.00 | 6,448.00 | 860.00 | 107,470.00 | 803,116.00 | |
| | | | | | |
| 7,265.73 | 1,089.86 | 145.31 | 18,164.33 | 127,604.51 | 72,657.32 |
| 312.00 | 46.80 | 6.24 | 780.00 | 4,503.72 | 3,120.00 |
| | | | | | |
| 7,578.00 | 1,137.00 | 152.00 | 18,944.00 | 132,110.00 | |

AGREEMENT FOR ENFORCEMENT SERVICES BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF

THE GENESEE COUNTY SHERIFF, THE TOWNSHIP OF ATLAS, AND THE GOODRICH SCHOOL BOARD

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 324 S. Saginaw St. Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), the **TOWNSHIP OF ATLAS**, acting through its Board of Trustees, 7386 South Gale Road, P. O. Box 277, Goodrich, Michigan 48438-0277 (the "Township"), and the **GOODRICH SCHOOL BOARD**, 8029 South Gale Road, Goodrich, Michigan 48438 (the "Goodrich School Board").

WHEREAS, the Township and the Goodrich School Board has called upon the Sheriff to provide police protection for the township and the Goodrich School District and to enforce local township ordinances, including the Village of Goodrich, and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement.

WHEREAS, the Township and the Goodrich School Board are desirous of contracting with The Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **October 1, 2025, through September 30, 2026**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.*), and have been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.*, IT IS AGREED AS FOLLOWS:

1. (a) The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement.
- (b) At the request of both the Township and the Goodrich School Board, the Sheriff agrees to assign one School Resource Officer to provide police protection and related law enforcement services for the Goodrich Area School District. The School Resource Officer shall be funded by the Township and the Goodrich School Board as provided for in Paragraph 9(i).
2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.
 - (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.
 - (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so

employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

- (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.
 - (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.
3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.
 4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township and the Goodrich School Board has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.
 5.
 - (a) The Township and the Goodrich School Board shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.
 - (b) Except as herein otherwise specified, the Township and the Goodrich School Board shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.
 6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.
 7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.
 8.
 - (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2025, and ending September 30, 2026**, with the option to extend for two (2) one-year terms upon presentation and acceptance of the then-current budget figures.
 - (b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
 9.
 - (a) The Township agrees to pay the County the actual cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **\$910,066.00** for October 1, 2025, through September 30, 2026.

cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

- (b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.
- (c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriffs and the County's obligation to enforce state law.
- (d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.
- (e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the Township agrees to reimburse the County to the extent of the increased costs.
- (f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township and the Goodrich School Board agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township or Goodrich School District, for the actual time period that officer is on assignment to the Township or Goodrich School District. The Township, nor Goodrich School District, will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township or the Goodrich School District. The County will bill the Township and the Goodrich School District annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township or the Goodrich School District.
- (g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.
- (h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township or Goodrich School Board declines to pay County for such additional costs.
- (i) In conjunction with Paragraph 1(b), the Township and the Goodrich School Board agrees to pay the County an additional **\$164,399.00** to cover the cost of assigning one full-time School Resource Officer to the Goodrich Area School District for a term commencing October 1, 2025, through September 30, 2026. The additional \$164,399.00 shall be paid as follows: **\$49,319.70** (30% of the total) to be paid by the Township, and **\$115,079.30** (70% of the total) to be paid by

The Goodrich Area School District (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Goodrich School Board furnishes any equipment and/or supplies resulting in a reduced cost.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township and Goodrich School Board on a monthly basis.
11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.
- (b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township Treasurer.
12. (a) The police protection shall be as follows: Five (5) full-time police deputies, 30% of a police deputy (the Goodrich School Resource Officer is to be assigned to the Township during the summer months and whenever school is not in session) and 40% of a Detective Sergeant to provide patrol and investigative services as agreed upon between the Township, Goodrich School Board and the Sheriff. A reduction in the swing shift staffing shall be implemented as needed to maintain the budgeted costs per calendar year as projected in the Exhibit. The County shall determine the School Resource Officer's work schedule after consultation with the District Superintendent of designee.
- (b) The supervision for the police protection shall be as follows:
 - (1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and will be in and out of the Township on an irregular schedule.
 - (2) Second line supervision shall be the Captain of Law Enforcement.
 - (3) Third line supervision shall be the Undersheriff.
 - (4) Fourth line supervision shall be the Sheriff.
13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.
14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.
15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher-ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. General Provisions

- (a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.
- (b) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.
- (c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.
- (d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.
- (e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.
- (f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.
- (g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.
- (h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.
- (i) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable by the law in the event that the Township fails to abide by the terms of this Agreement.

U) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, the Goodrich School Board, has authorized this Agreement to be executed by its President and Superintendent, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

County of Genesee

By: Delrico Lloyd, Chairperson

Date: _____

By: Christopher R. Swanson, Sheriff

Date: _____

Township of Atlas

By: Jim Busch, Township Supervisor

Date: _____

Goodrich School Board

By: Mike Baszler, Superintendent

Date: _____

DESCRIPTION: Atlas contract costing alignment

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|-------------------------|---------------------|
| 2853-315.00-622.010 | POLICE PATROL SERVICES | 133,746.00 |
| 2853-315.00-702.000 | SALARIES & WAGES | 10,549.00 |
| 2853-315.00-709.000 | SOCIAL SECURITY | 1,681.00 |
| 2853-315.00-714.000 | LONGEVITY | 11,418.00 |
| 2853-315.00-718.000 | MEDICAL INSURANCE | 39,994.00 |
| 2853-315.00-723.000 | POST-RETIREMENT BENEFIT | 64,789.00 |
| 2853-315.00-725.000 | OPTICAL INSURANCE | 245.00 |
| 2853-315.00-726.000 | DENTAL INSURANCE | 2,464.00 |
| 2853-315.00-728.000 | RETIREMENT | 2,233.00 |
| 2853-315.00-729.000 | WORKERS COMPENSATION | 329.00 |
| 2853-315.00-730.000 | UNEMPLOYMENT | 44.00 |



Genesee County

Staff Report

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

File #: RES-2025-2288

Agenda Date: 9/17/2025

Agenda #: 12.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Nathaniel C. Perry, III, Chief Public Defender

RE: Approval of an amendment to the Professional Services Contract with Philip H. Beauvais, III, PC., in an amount not to exceed \$156,000.00, for the coordination and delivery of weekday arraignments, misdemeanors, and other legal services for the term of October 1, 2025 - September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008

BOARD ACTION REQUESTED:

Approve an amendment of the Professional Services Contract with Philip H. Beauvais, III, PC., for the coordination and delivery of weekday arraignments, misdemeanors, and other legal services for the term of October 1, 2025 - September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008

BACKGROUND:

The original contract between Philip H. Beauvais, III, PC., and Genesee County was approved by the Board on September 27, 2023, by RES-2023-600. The original term of the contract was October 1, 2023 - September 30, 2024, subject to three (3) one-year extensions. The first one year extension was approved on September 18, 2024, by RES-2024-1000, and expires on September 30, 2025.

DISCUSSION:

This contract for the coordination and delivery of legal services is necessary to comply with the Michigan Indigent Defense Commission's ("MIDC") Minimum Standards for Indigent Criminal Defense Services, including the provision of counsel at arraignment and all other critical stages in the district courts and newer requirements for attorney compensation and qualifications.

This proposed amendment extends the contract for one additional year. All other terms and conditions remain the same, including the total initial amount not to exceed \$156,000, with a provision allowing for an amendment to increase the maximum compensation amount, if necessary, as required by the MIDC.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

This contract is fully funded by the MIDC Grant under attorney fees, 2921-283.00-818.008, with no additional county allocation required.

IMPACT ON FACILITIES:

None, the Office of the Public Defender currently has the necessary space.

IMPACT ON TECHNOLOGY:

None, necessary equipment for the use of technology is set up in the McCree Building.

CONFORMITY TO COUNTY PRIORITIES:

The Managed Assigned Counsel Coordinator and roster of attorneys will provide constitutionally guaranteed legal counsel to indigent individuals charged with crimes, ensuring they understand the charges against them and identifying any underlying social issues, such as substance abuse or mental health concerns. Counsel will use this information to advocate for appropriate bond conditions and case resolutions, communicating available resources and services to clients and promoting safe communities.

The Office of the Public Defender is responsible for providing constitutionally guaranteed, quality legal representation to all adults charged with crimes in Genesee County who cannot afford an attorney, embracing diversity, equity and inclusion in our daily operations. This contract ensures equity and fairness for all of those charged with crimes in district court. The roster of misdemeanor attorneys is also comprised of attorneys with a variety of experience levels and backgrounds, bringing diverse people to the table.

The Managed Assigned Counsel Coordinator oversees a roster of attorneys with a variety of experience levels, with more experienced attorneys available to assist with the less experienced attorneys, creating a sense of place that will retain and attract young attorneys to Genesee County.

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 Chief Public Defender to authorize amending the Professional Services Contract between Genesee County and Philip H. Beauvais, III, P.C., for a Managed Assigned Counsel Coordinator for weekday arraignment, misdemeanors, and other legal services, said amendment being necessary to extend the contract for one year commencing October 1, 2025, through September 30, 2026, in an amount not to exceed \$156,000 to be paid from account 2921-283.00-818.008, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

| | |
|-----|----|
| Yes | No |
| | |

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

| | |
|-----|----|
| Yes | No |
| | |

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

| | |
|-----|----|
| Yes | No |
| | |

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.



200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

| | |
|-----|----|
| Yes | No |
| | |

a. Will the entity be contributing match or other non-Federal funding in support of the award?

| | |
|-----|----|
| Yes | No |
| | |

a. Will the entity be reimbursed for only actual costs incurred?

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

| | |
|-----|----|
| Yes | No |
| | |

b. Was the entity's proposed price a factor in the selection process?

| | |
|-----|----|
| Yes | No |
| | |

b. Will the entity derive a profit from the agreement?

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

Determination

EXPLANATIONS

Final Determination

| Subrecipient | Contractor |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements. Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements, Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ____ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.



WORKERS' COMPENSATION INSURANCE PLAN
 P.O. Box 40767 TOLL FREE: 866-221-9640
 Lansing, MI 48901-7967 FAX: 844-778-1070
 NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com
AssignedRiskSolutions.com

**Workers' Compensation
 and Employers Liability
 Insurance Policy**

Renewal of Policy: New

Date of Mailing: 08/11/2025

Legal Entity: Corporation

| |
|----------------------|
| Policy Number |
| ARP12006868400 |

INFORMATION PAGE

A/R

| | |
|---|---|
| ITEM 1 - Named Insured and Address | Agency |
| Philip H Beauvais III PC 702 Church St. Flint, MI 48502 | POTTER & ROOSE INC PO BOX 3008 FLINT, MI 48502-0008 |
| Intrastate ID: | Tax ID #: 38-3403194 |
| Bureau Risk ID: 3202259A | State ID #: |

Other Workplaces Not Shown Above: See schedule attached

ITEM 2. POLICY PERIOD is from 12:01 A.M. 08/13/2025 to 12:01 A.M. 08/13/2026 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
MI

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part Two are:

| | | |
|---------------------------|------------|---------------|
| Bodily Injury by Accident | \$ 100,000 | each accident |
| Bodily Injury by Disease | \$ 500,000 | policy limit |
| Bodily Injury by Disease | \$ 100,000 | each employee |

C. Other State Insurance: Part Three of the policy applies to the states, if any, listed here.

WC000326A

D. This policy includes these endorsements and schedules:

| | | | | | | | |
|---------------|---------------|---------------|---------------|-------------|-------------|-------------|---------------|
| WC 00 00 00 C | WC 00 00 01 A | WC 00 03 08 | WC 00 03 26 A | WC 00 04 03 | WC 00 04 04 | WC 00 04 24 | WC 21 03 03 A |
| WC 21 03 04 | WC 21 03 05 A | WC 21 04 02 C | WC 99 00 01 A | WC 99 06 01 | | | |

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information below is subject to verification and change by audit.

CLASSIFICATIONS

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

| Minimum Premium | Deposit Premium | Experience Modification | Total Estimated Annual Premium | Premium Adjustment Period: |
|-----------------|-----------------|-------------------------|--------------------------------|----------------------------|
| \$ 206.00 | \$ 206.00 | N/A | \$ 206.00 | Annually |
| | | | Expense Constant: \$ 200.00 | |
| | | | Total Policy Fees: \$ 0.00 | |
| | | | Total Policy Cost: \$ 206.00 | |

Signature:



AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH PHILIP H. BEAUVAIS, III, PC.,
AND GENESEE COUNTY FOR THE COORDINATION AND DELIVERY
OF INDIGENT CRIMINAL DEFENSE LEGAL SERVICES

This amendment is effective October 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw Street, Flint, MI 48502 (the "County"), and Philip H. Beauvais, III, PC., whose principal place of business is located at 702 Church Street, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a professional services contract effective October 1, 2023 (the "Agreement"), as well as one subsequent one year contract extension, pursuant to which the Contractor would coordinate and perform certain indigent criminal defense legal services; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract for an additional one year term.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended by a period of 12 months, ending at 11:59 P.M. on September 30, 2026.
2. All other terms of the Agreement remain unchanged and in full effect.

PHILIP H. BEAUVAIS, III, PC.

COUNTY OF GENESEE

By: _____
Philip H. Beauvais, III
Managing Attorney

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

Date: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Philip H. Beauvais, III, PC., whose principal place of business is located at 702 Church Street, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution #2023-600 issued by the Genesee County Board of Commissioners

2. Term

2.1 Initial Term

The initial term of this Contract commences on October 1, 2023, and shall be effective through September 30, 2023 (the "Initial Term").

2.2 Extension Terms

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

3. Scope of Work

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

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit B. The total amount paid to the Contractor shall not exceed \$156,000. This amount is based upon the anticipated caseload size upon execution of this Agreement. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

If the caseload size significantly increases throughout the course of performance of this Agreement, the Contractor shall notify the County, in writing as soon as such increase occurs. Any amounts above the maximum compensation amount listed in this section shall require an amendment to this Agreement, which requires approval by the Genesee County Board of Commissioners. If the caseload increases, it shall be the Contractor's responsibility to request an Amendment prior to exceeding the maximum amount of billable hours and costs listed in this section.

5. Taxes.

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

Sales Tax.

6. **Contract Administrator**

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

7. **Warranties**

The Contractor warrants that:

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

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

8. **Suspension of Work**

8.1 Order to Suspend Performance

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

8.2 Necessary Actions Before Suspension

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

are compensable.

9. Termination

9.1 Termination for Cause

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

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

9.2 Immediate Termination

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

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

9.3 Termination for Convenience

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

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

9.4 Termination for Lack of Funding

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

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

10. Nondiscrimination

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

11. Freedom of Information Act

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

12. Intellectual Property

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

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

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

13.3 Audit

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

13.4 Records Retention

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

14. Identity Theft Prevention

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

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

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Cost Schedule

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

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Subpoena Power

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

17.8 Severability and Survival

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

17.9 Interpretation

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

17.10 Remedies

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

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

PHILIP H. BEAUVAIS III, PC.

COUNTY OF GENESEE

By: 
Philip H. Beauvais, III
President/Attorney

By: 
Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: 10-1-2023

Date: 10-6-23

EXHIBIT A

Description of the Services

67th District Court Weekday Arraignments, Misdemeanors, and Other Legal Services Managed Assigned Counsel Coordinator

The 67th District Court is comprised of 5 election divisions. There are 6 satellite courts in 4 election divisions. The 5th election division court is located in the McCree Building in downtown Flint, along with the Central Court for the 67th District Court.

A roster of attorneys will be formed by the Managed Assigned Counsel Coordinator (MAAC) in collaboration with, and subject to the approval of, the Chief Public Defender. The roster of attorneys will be required to confer with and provide representation for indigent defendants scheduled for an arraignment on a misdemeanor or felony charge. Arraignments are conducted at the McCree Building each day that the court is open to the public. One or more duty judges are designated.

The roster of attorneys will also be required to provide representation for indigent defendants in all election divisions that are charged with misdemeanor violations based on local ordinance or state statute. Legal representation will begin at arraignment and continue through final disposition. Attorneys must confer with clients before the arraignment/pre-trial and provide continuing legal representation at the arraignment/pre-trial and all other subsequent court events. Efforts should be made to provide vertical representation where possible.

Court calendars are developed on an annual basis that identify days of the month for various court events related to misdemeanor cases. The 67th District Court reserves the right to modify its calendar based upon docket considerations.

The MAAC shall be responsible for the coordination, scheduling, and oversight of the misdemeanor/arraignment roster attorneys performing the following legal representation:

- 1) Felony and misdemeanor arraignments, in-custody and walk-in;
- 2) Misdemeanor cases, from arraignment through final disposition for all election divisions;
- 3) Misdemeanor probation violations for all election divisions;
- 4) Bench warrants for all election divisions;
- 5) Witness representation in felony cases (district or circuit court);
- 6) Physical line up representation;

7) Extraditions;

8) Participation in any court pilot programs or specialty court proceedings relevant to the criminal defense representation of cases under this scope.

The MAAC will also be required to carry their own caseload. The MAAC and attorneys participating on the arraignment/misdemeanor roster are not eligible to receive case assignments on the public defender felony roster unless a limited participation level can be mutually agreed upon.

Note: Arraignments on weekends or other court closed days are not in this scope of work.

BILLING AND VERIFICATION

Per Michigan Indigent Defense Commission (MIDC) Standard 8, attorneys will submit hourly billing statements to be paid at the hourly rate in the approved compliance plan. These rates are provided in Exhibit B, Cost Schedule. All arraignment/misdemeanor roster attorneys will be required to submit monthly invoices to the MAAC. The MAAC shall review and verify the accuracy of all roster attorney billing prior to forwarding to the Office of the Public Defender administration for further review and payment processing. The MAAC will also submit their own hourly billing for all administrative and legal services performed.

Note: Attorney fees to be paid to the roster attorneys are not included in this scope of work. All roster attorneys will be paid individually by the County per MIDC.

DATA COLLECTION

The MAAC is required to assist with data collection for reporting to the MIDC. This includes, but is not limited to, information on number of cases assigned to each attorney on the arraignment/misdemeanor roster.

The MAAC is further required to assist with data collection necessary for the administration of the Office of the Public Defender. This includes, but is not limited to, contact and charging information for all felony arraignments.

CONTINUING LEGAL EDUCATION/TRAINING

Twelve (12) hours of annual CLE in the area of criminal law from an approved source is required for each of the attorneys participating on the arraignment/misdemeanor roster. Genesee County will cover the full cost of registration fees to meet this requirement. The MAAC will be responsible for tracking roster attorney compliance in coordination with the Office of the Public Defender administration.

EXHIBIT B

Cost Schedule

Weekday Arraignments, Misdemeanors, and Other Legal Services Managed Assigned Counsel Coordinator

An invoice is to be submitted monthly for all legal and administrative services performed in the preceding month, subject to the following:

- A. Hourly Billing Rates. Time tracking should specify the type of work performed and provide sufficient detail to allow the information to be verified.

| <u>Type of Work</u> | <u>Hourly Rate</u> |
|--------------------------------|--|
| Misdemeanors | \$120 |
| Arraignments (Misd and Felony) | \$120 |
| Administrative (MAAC) | \$120 |
| Extraditions | \$135 |
| Felony Witness Representation | \$135 non-life offense \$150 life offense |

- B. Reimbursement for Case-related Expenses

Per Michigan Indigent Defense Commission (MIDC) Standard 8, assigned counsel should be reimbursed for all reasonable out-of-pocket, case-related expenses. All receipts or documentation for expenses actually incurred should be submitted with monthly invoice for reimbursement.

Note that the MIDC included overhead costs in the minimum hourly rate set forth in Standard 8. Overhead includes any costs required to maintain and operate a law office, such as rent, telephone, utilities, support staff, accounting, staff wages, and professional liability insurance. These costs are not reimbursable under this contract.

Case-related expenses that qualify for reimbursement include but are not limited to demonstrative exhibits, clothing for clients, extraordinary printing/postage expenses, and advance payment made for FOIA or other records requests.¹

¹ You can find this information in MIDC Standard 8, <https://michiganidc.gov/standards/#tab-id-8>, and *Incentivizing Quality Indigent Defense Representation* (published March 2018), <https://michiganidc.gov/wp-content/uploads/2018/06/Incentivizing-Quality-Indigent-Defense-Representation.pdf>

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH PHILIP H. BEAUVAIS, III, PC.,
AND GENESEE COUNTY FOR THE COORDINATION AND DELIVERY
OF INDIGENT CRIMINAL DEFENSE LEGAL SERVICES

This amendment is effective October 1, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, MI 48502 (the "County"), and Philip H. Beauvais, III, PC., whose principal place of business is located at 702 Church Street, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a professional services contract effective October 1, 2023 (the "Agreement"), pursuant to which the Contractor would coordinate and perform certain indigent criminal defense legal services; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract for an additional one year term and to modify the cost schedule.

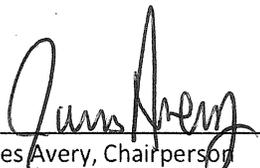
NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended by a period of 12 months, ending at 11:59 P.M. on September 30, 2025.
2. The hourly rates to be paid will increase in accordance with the new MIDC approved compliance plan, as reflected in the attached Exhibit B, Amended Cost Schedule, with the total amount paid to the Contractor remaining the same.
3. All other terms of the Agreement remain unchanged and in full effect.

PHILIP H. BEAUVAIS, III, PC.

COUNTY OF GENESEE

By: 
Philip H. Beauvais, III
Managing Attorney

By: 
James Avery, Chairperson
Genesee County Board of Commissioners

Date: 9-20-24

Date: 9/30/24

EXHIBIT B
Amended Cost Schedule
Effective October 1, 2024

67th District Court
Weekday Arraignments, Misdemeanors, and Other Legal Services
Managed Assigned Counsel Coordinator

An invoice is to be submitted monthly for all legal and administrative services performed in the preceding month, subject to the following:

- A. Hourly Billing Rates. Time tracking should specify the type of work performed and provide sufficient detail to allow the information to be verified.

| <u>Type of Work</u> | <u>Hourly Rate</u> |
|--------------------------------|--|
| Misdemeanors | \$150 |
| Arraignments (Misd and Felony) | \$150 |
| Administrative (MAAC) | \$150 |
| Extraditions | \$175 |
| Felony Witness Representation | \$175 non-life offense \$200 life offense |

- B. Reimbursement for Case-related Expenses

Per Michigan Indigent Defense Commission (MIDC) Standard 8, assigned counsel should be reimbursed for all reasonable out-of-pocket, case-related expenses. All receipts or documentation for expenses actually incurred should be submitted with monthly invoice for reimbursement.

Note that the MIDC included overhead costs in the minimum hourly rate set forth in Standard 8. Overhead includes any costs required to maintain and operate a law office, such as rent, telephone, utilities, support staff, accounting, staff wages, and professional liability insurance. These costs are not reimbursable under this contract.

Case-related expenses that qualify for reimbursement include but are not limited to demonstrative exhibits, clothing for clients, extraordinary printing/postage expenses, and advance payment made for FOIA or other records requests.¹

¹ You can find this information in MIDC Standard 8, <https://michiganidc.gov/standards/#tab-id-8>, and *Incentivizing Quality Indigent Defense Representation* (published March 2018), <https://michiganidc.gov/wp-content/uploads/2018/06/Incentivizing-Quality-Indigent-Defense-Representation.pdf>



Genesee County

Staff Report

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

File #: RES-2025-2290

Agenda Date: 9/17/2025

Agenda #: 13.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Nathaniel C. Perry, III, Chief Public Defender

RE: Approval of an amendment to the Professional Services Contract with Kevin L. Rush, in an amount not to exceed \$56,000.00, for the coordination and delivery of weekend arraignment services for the term of October 1, 2025 - September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008

BOARD ACTION REQUESTED:

Approve an amendment of the Professional Services Contract with Kevin L. Rush for the coordination and delivery of weekend arraignment services for the term of October 1, 2025 - September 30, 2026; the cost of this agreement will be paid from account 2921-283.00-818.008.

BACKGROUND:

The original contract between Kevin L. Rush and Genesee County was approved by the Board on September 27, 2023, by RES-2023-601. The original term of the contract was October 1, 2023 - September 30, 2024, subject to three (3) one-year extensions. The first one year extension was approved on September 18, 2024, by RES-2024-999, and expires on September 30, 2025.

DISCUSSION:

This contract for the coordination and delivery of legal services is necessary to comply with the Michigan Indigent Defense Commission's ("MIDC") Minimum Standards for Indigent Criminal Defense Services, including the provision of counsel at arraignment and all other critical stages in the district courts and newer requirements for attorney compensation and qualifications.

This proposed amendment extends the contract for one additional year. All other terms and conditions remain the same, including the total initial amount not to exceed \$56,000, with a provision allowing for an amendment to increase the maximum compensation amount, if necessary, as required by the MIDC.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

This contract is fully funded by the MIDC Grant under attorney fees, 2921-283.00-818.008, with no additional county allocation required.

IMPACT ON FACILITIES:

Weekend arraignments are generally conducted via video conferencing, however, if needed, the Office of the Public Defender has the necessary space.

IMPACT ON TECHNOLOGY:

None, video conferencing processes are already set up.

CONFORMITY TO COUNTY PRIORITIES:

The Managed Assigned Counsel Coordinator and roster of attorneys will provide constitutionally guaranteed legal counsel to indigent individuals charged with crimes, ensuring they understand the charges against them and identifying any underlying social issues, such as substance abuse or mental health concerns. Counsel will use this information to advocate for appropriate bond conditions to the arraigning judge, communicating available resources and services to clients and promoting safe communities.

The decision to utilize a contract coordinator for weekend arraignment counsel was determined to be the most efficient and cost-effective method for the delivery of services based on caseload statistics and research on recommended attorney workload maximums, embracing a lean management philosophy and data-based decision making and planning. Moreover, the contract for weekend arraignment counsel follows purchasing guidelines and complies with MIDC requirements for grant funding, ensuring policies are followed by our department.

The Office of the Public Defender is responsible for providing constitutionally guaranteed, quality legal representation to all adults charged with crimes in Genesee County who cannot afford an attorney, embracing diversity, equity and inclusion for all in our daily operations. This contract ensures equity and fairness for all of those arraigned on holidays and weekends.

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 Chief Public Defender to authorize amending the Professional Services Contract between Genesee County and Kevin L. Rush, for a Managed Assigned Counsel Coordinator for weekend arraignment legal services, said amendment being necessary to extend the contract for one year commencing October 1, 2025, through September 30, 2026, in an amount not to exceed \$56,000.00 to be paid from account 2921-283.00-818.008, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH ATTORNEY KEVIN L. RUSH AND
GENESEE COUNTY FOR THE COORDINATION AND DELIVERY OF INDIGENT CRIMINAL DEFENSE
LEGAL SERVICES

This amendment is effective October 1, 2025, and is between Genesee County, Michigan, a Michigan Municipal Corporation whose principal place of business is located at 324 S. Saginaw Street, Flint, MI 48502 (the "County"), and attorney Kevin L. Rush, a sole proprietor, whose principal place of business is located at 934 Church Street, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a professional services contract effective October 1, 2023 (the "Agreement"), as well as one subsequent one year contract extension, pursuant to which the Contractor would coordinate and perform certain indigent criminal defense legal services; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract for an additional one year term.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended by a period of 12 months, ending at 11:59 P.M. on September 30, 2026.
2. All other terms of the Agreement remain unchanged and in full effect.

KEVIN L. RUSH

COUNTY OF GENESEE

By: _____
Kevin L. Rush
Managing Attorney

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

Date: _____

Date: _____

Citizens Insurance Company of the Midwest

808 North Highlander Way, Howell, MI 48843

 Alumni Association Group
 Personal Auto Policy Declarations

 Policy No. 82 A6H H267056
 Policy period 05/21/25 - 05/21/26
 OCM
 04062025 05
 0300259

This is a renewal declaration effective 05/21/25 12:01 A.M. Standard time.

Named Insured: KEVIN RUSH
 BETTY RUSH
 5215 CYPRESS CIR
 GRAND BLANC, MI 48439

Agent: HALLMARK AGENCY, INC.
 WWW.HALLMARKMICHIGAN.COM
 11506 S. SAGINAW
 GRAND BLANC, MI 48439
 (810)695-0600

| Vehicle Description | Vehicle Number | Territory |
|---------------------|-------------------|-----------|
| 1) 2017 CADI XT5 | 1GYKNARS0HZ115333 | DQC |

Insurance is provided where a premium is shown for the coverage: VEHICLE 01

Liability Coverages

| | |
|--|----------|
| Single Limit Liability: \$1,000,000 Each Occurrence | 351.00 |
| Uninsured/Underinsured Motorist: | |
| Single Limit \$1,000,000 Each Occurrence | 186.00 |
| Accidental Death Benefit: \$20,000 | Included |
| Personal Injury Protection - Allowable Expenses: | |
| \$500,000 Limit Per Person/Per Occurrence, No Deductible | |
| Number of Resident Family Members: 2 | |
| Auto Insurance Primary | 298.00 |
| Property Protection Insurance Coverage: \$1,000,000 Each Occurrence | 14.00 |
| Limited Property Damage: \$3,000 | 27.00 |
| Personal Injury Protection - Work Loss, Replacement Services, Survivors Benefits | |
| Auto Insurance Primary | 56.00 |

Physical Damage Coverages

| | |
|---|--------|
| Optional Limits Transportation Expense \$40/Day \$1,200 MAX | 70.00 |
| Other than Collision (Comprehensive) \$250 Deductible | 208.00 |
| Broad Collision \$500 Deductible | 991.00 |
| Roadside Assistance | 21.00 |

Other

| | |
|---|-------|
| Michigan Catastrophic Claims Association: Deficit | 20.00 |
| Other Assessments Required by State Laws | 78.00 |



Michigan Assigned Claims Program

Additional Policy Information on Reverse Side

Declarations Page

Item 9. ENDORSEMENTS EFFECTIVE AT INCEPTION: See Schedule of Forms attached.

Item 10. NOTICE TO INSURER

Report a claim to the **Company** as required by Section G. Duties in the Event of Claim(s), Potential Claim(s), or Supplemental Coverage Matter(s) to:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

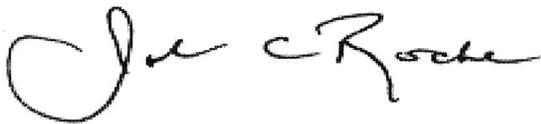
National Claims Telephone Number: 1-800-628-0250, extension 8556281

Facsimile: 508-926-4789

Email: lawyerclaim@hanover.com

Agent on behalf of: ECC INSURANCE BROKERS LLC
ONE TOWER LANE STE 2850
OAKBROOK TERRACE, IL 60181
1304139

We have caused this Policy to be signed by our President and Secretary and countersigned where required by a duly authorized agent of the Company.



John C. Roche, President



Charles F. Cronin, Secretary

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 4

Issued To: Kevin L Rush, Attorney at Law

Policy Number: LHC-H242938-05

Issued By: The Hanover Insurance Company

Effective Date: 05/01/2025

LIMITED ADDITIONAL INSURED

In consideration of the premium charged it is agreed that:

Section D. Definitions is amended to include:

Limited Additional Insured means a person or entity to which this **Policy** applies only with respect to a **Claim** only alleging vicarious liability imposed due to a **Wrongful Act** by an **Insured**. No coverage is afforded to the **Limited Additional Insured** for any **Claim** alleging, or in any way involving, any independent negligent act, error, omission of, or misstatement of the **Limited Additional Insured**.

It is hereby understood and agreed that Genesee County , is a **Limited Additional Insured**.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2025

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

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

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

INSURED
 Kevin Rush DBA Kevin Rush Attorney At Law
 934 Church St
 Flint, MI 48502

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | P100.206.788.6 | 04/14/2025 | 04/14/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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HISCOX INSURANCE COMPANY INC. (A Stock Company)

30 North LaSalle Street, Suite 1760, Chicago, IL 60602
(914) 273-7400

Businessowners Insurance for Legal services

DECLARATIONS – Effective 04/14/2025 (updates denoted by *) v5

Standard Package

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy no.: P100.206.788.6
Renewal of: P100.206.788.5

1. **Named insured:** Kevin Rush DBA Kevin Rush Attorney At Law
Address: 934 Church St
Flint, MI 48502

Email address: krushattorney@gmail.com

2. **Policy period:** **Inception Date: 04/14/2025** **Expiration Date: 04/14/2026**
Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.

3. **General terms and conditions wording:** BOP P0001A CW
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.

4. **Policy limits:**
Business Personal Property \$50,000 each occurrence
BOP General Liability \$2,000,000 aggregate

5. **Endorsements:** See Schedule

6. **Notification of claims to:**
Web : <https://www.hiscox.com/manage-your-policy/claims-center>
Phone: 1-866-424-8508
Email: reportclaim@hiscox.com
Mail: Attn: Direct
Claims Hiscox
5 Concourse Parkway, Suite 2150
Atlanta GA, 30328

Please inform us immediately if you have a claim or loss to report .

7. **Policy premium:** \$792.00



HISCOX INSURANCE COMPANY INC. (A Stock Company)

30 North LaSalle Street, Suite 1760, Chicago, IL 60602
(914) 273-7400

Businessowners Insurance for Legal services

DECLARATIONS – Effective 04/14/2025 (updates denoted by *) v5

Standard Package

BOP General Liability Coverage Part: BOP-GL P0001A CW (11/19)

| Liability coverage | Limit of Insurance |
|--|--|
| BOP General Liability Limit: | \$1,000,000 Each occurrence / \$2,000,000 Aggregate Deductible: \$500 |
| Products and completed operations: | \$2,000,000 Each occurrence (Shared) |
| Personal and advertising injury: | \$0 Each claim (Shared) |
| Damage to premises rented to you: | \$100,000 Any one premises (Shared) |
| Medical payments: | \$5,000 Each person |
| <i>All limits designated as "shared" are a part of, and not in addition to, the BOP General Liability Limit.</i> | |

Endorsement 35

NAMED INSURED: Kevin Rush DBA Kevin Rush Attorney At Law

Additional Insured Endorsement (Scheduled Managers or Lessors of Premises)

Page 1 of 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

SCHEDULE

Designation of Premises: 1
Name of Person(s) or Organization(s): Genesee County

I. The following is added to the end of Section III. Who is an insured:

AI-A. Additional insureds The person(s) or organization(s) listed in the Schedule above are **insureds**, but only with respect liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you** and listed in the Schedule above.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law;
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; and
3. there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or for the additional insured.

A person or organization's status as an additional insured under this section AI-A ends when **you** cease to be a tenant in the premises listed in the Schedule above.

II. Solely with respect to the coverage provided by this endorsement, the following is added to the end of Section IV. Limits of liability, D. Medical payments limit:

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

1. required by the contract or agreement; or
2. available under the Medical Payments limit identified in the Declarations, whichever is less.

III. The coverage provided by this endorsement does not increase the Medical Payments limit identified in the Declarations.

Endorsement 35

NAMED INSURED: Kevin Rush DBA Kevin Rush Attorney At Law

Additional Insured Endorsement (Scheduled Managers or Lessors of Premises)

Page 2 of 2

Endorsement Effective: April 14, 2025

Policy No.: P100.206.788.6



By: Mary Boyd
(Appointed Representative)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (6KUB-4N89848-6-25)

RENEWAL OF (6KUB-4N89848-6-24)

INSURER: THE TRAVELERS INDEMNITY COMPANY A STOCK COMPANY

NCCI CO CODE: 11347

1.

INSURED:

RUSH, KEVIN L DBA ATTORNEY AT LAW 934 CHURCH STREET FLINT MI 48502

PRODUCER:

AL BOURDEAU INS 3835 DAVISON RD FLINT MI 48506

Insured is AN INDIVIDUAL

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 04-15-25 to 04-15-26 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

MI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 2 columns: Description and Amount. Rows: Bodily Injury by Accident: \$ 100000 Each Accident; Bodily Injury by Disease: \$ 500000 Policy Limit; Bodily Injury by Disease: \$ 100000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.



DATE OF ISSUE: 04-07-25 WC

ST ASSIGN: MI

OFFICE: RMD POOL

893

PRODUCER: AL BOURDEAU INS

29NYH



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (6KUB-4N89848-6-25)

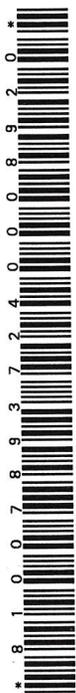
INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-MI

INSURED'S NAME: RUSH, KEVIN L DBA ATTORNEY AT
LAW

RATE BUREAU ID: 6155979A

| CLASSIFICATION | CODE | PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION | RATES PER \$100 OF REMUNERATION | ESTIMATED ANNUAL PREMIUM |
|--|------|--|---------------------------------------|--------------------------------|
| LOCATION 001 01 | | | | |
| FEIN 383014029 ENTITY CD 001 | | | | |
| RUSH, KEVIN L DBA ATTORNEY AT LAW | | | | |
| 934 CHURCH STREET FLINT, MI 48502 SIC CODE: 8741 NAICS: 561110 | | | | |
| CLERICAL OFFICE EMPLOYEES NOC. | 8810 | 40000 | .07 | 28 |



| | | | |
|---|------------------|----|------|
| MERIT RATING/EXPERIENCE MOD: NONE | MODIFIED PREMIUM | \$ | NONE |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM | | | 28 |
| EXPENSE CONSTANT(0900) | | | 200 |
| 0.0100 TERRORISM (9740) | | | 4 |
| TOTAL ESTIMATED PREMIUM | | | 232 |
| DEPOSIT AMOUNT DUE | | | 232 |

DATE OF ISSUE: 04-07-25 WC

ST ASSIGN: MI

SCHEDULE NO: 1 OF LAST

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

| | |
|-----|----|
| Yes | No |
| | |

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

| | |
|-----|----|
| Yes | No |
| | |

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

| | |
|-----|----|
| Yes | No |
| | |

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

| | |
|-----|----|
| Yes | No |
| | |

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

| | |
|-----|----|
| Yes | No |
| | |

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.



200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes No

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes No

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes No

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes No

a. Will the entity be reimbursed for only actual costs incurred?

Yes No

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes No

b. Was the entity's proposed price a factor in the selection process?

Yes No

b. Will the entity derive a profit from the agreement?

Yes No

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------|------------|
| | |

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

| Subrecipient | Contractor |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

Determination

EXPLANATIONS

Final Determination

| Subrecipient | Contractor |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements. Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements, Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section.

No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Kevin L. Rush, sole proprietor, whose principal place of business is located at 934 Church Street, Flint, Michigan 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution #2023-601 issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on October 1, 2023, and shall be effective through September 30, 2023 (the "Initial Term").

2.2 Extension Terms

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

3. Scope of Work

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

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit B. The total amount paid to the Contractor shall not exceed \$ 56,000. This amount is based upon the anticipated caseload size upon execution of this Agreement. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

If the caseload size significantly increases throughout the course of performance of this Agreement, the Contractor shall notify the County, in writing as soon as such increase occurs. Any amounts above the maximum compensation amount listed in this section shall require an amendment to this Agreement, which requires approval by the Genesee County Board of Commissioners. If the caseload increases, it shall be the Contractor's responsibility to request an Amendment prior to exceeding the maximum amount of billable hours and costs listed in this section.

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

6. **Contract Administrator**

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

7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

7.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

8. **Suspension of Work**

8.1 Order to Suspend Performance

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

8.2 Necessary Actions Before Suspension

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

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

9. Termination

9.1 Termination for Cause

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

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

9.2 Immediate Termination

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

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

9.3 Termination for Convenience

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

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

9.4 Termination for Lack of Funding

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

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

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

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

12. Intellectual Property

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

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

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

13.3 Audit

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

13.4 Records Retention

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

14. Identity Theft Prevention

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

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

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Cost Schedule

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

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Subpoena Power

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

17.8 Severability and Survival

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

17.9 Interpretation

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

17.10 Remedies

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

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

KEVIN L. RUSH

COUNTY OF GENESEE

By: Kevin L. Rush
Kevin L. Rush
Managing Attorney

By: Ellen Ellenburger
Ellen Ellenburger, Chairperson
Board of County Commissioners

Date: October 2, 2023

Date: 10-6-23

EXHIBIT A

Description of the Services

67th District Court Weekend Arraignment Managed Assigned Counsel Coordinator

The Weekend Arraignment Managed Assigned Counsel Coordinator (MAAC) shall be responsible for the coordination, scheduling, and oversight of legal representation for arraignments on weekends as well as other days that the court is not open to the public, such as holidays and other court closed days.

A roster of attorneys will be formed by the Weekend Arraignment MAAC in collaboration with, and subject to the approval of, the Chief Public Defender. The roster of attorneys will be required to confer with and provide representation for indigent defendants scheduled for an arraignment on a misdemeanor or felony charge.

The court establishes the schedule for arraignments and reserves the right to modify its schedule.

All weekend, holiday or other court closed day arraignments are conducted via video conferencing. Judges or magistrates preside from the McCree Building.

The weekend arraignment roster may have the option of being located in the McCree Building to consult with clients and provide arraignment representation by video conferencing or go to the jail/city lock up and be present with the client when both are connected by video conferencing to the judge or magistrate for the arraignment.

Successful contract performance will require attorneys to utilize technology so as to be able to communicate electronically between themselves, the court, and other necessary stakeholders.

BILLING AND VERIFICATION

Per Michigan Indigent Defense Commission (MIDC) Standard 8, attorneys will submit hourly billing statements to be paid at the hourly rate in the approved compliance plan. These rates are provided in Exhibit B, Cost Schedule. All weekend arraignment roster attorneys will be required to submit monthly invoices to the MAAC. The MAAC shall review and verify the accuracy of all roster attorney billing prior to forwarding to the Office of the Public Defender administration for further review and payment processing. The MAAC will also submit their own hourly billing for all administrative and legal services performed.

Note: Attorney fees to be paid to the roster attorneys are not included in this scope of work. All roster attorneys will be paid individually by the County per MIDC.

DATA COLLECTION

The MAAC is required to assist with data collection for reporting to the MIDC. This includes, but is not limited to, information on number of cases assigned to each attorney on the weekend arraignment roster.

The MAAC is further required to assist with data collection necessary for the administration of the Office of the Public Defender. This includes, but is not limited to, contact and charging information for all felony arraignments.

CONTINUING LEGAL EDUCATION/TRAINING

Twelve (12) hours of annual CLE in the area of criminal law from an approved source is required for each of the attorneys participating on the weekend arraignment roster. Genesee County will cover the full cost of registration fees to meet this requirement. The MAAC will be responsible for tracking roster attorney compliance in coordination with the Office of the Public Defender administration.

EXHIBIT B

Cost Schedule

Managed Assigned Counsel Coordinator
Weekend Arraignment
67th District Court

An invoice is to be submitted monthly for all legal and administrative services performed in the preceding month, subject to the following:

- A. Hourly Billing Rates. Time tracking should specify the type of work performed and provide sufficient detail to allow the information to be verified.

| <u>Type of Work</u> | <u>Hourly Rate</u> |
|-----------------------|--------------------|
| Weekend Arraignments | \$200 |
| Administrative (MAAC) | \$120 |

- B. Reimbursement for Case-related Expenses

Per Michigan Indigent Defense Commission (MIDC) Standard 8, assigned counsel should be reimbursed for all reasonable out-of-pocket, case-related expenses. All receipts or documentation for expenses actually incurred should be submitted with monthly invoice for reimbursement.

Note that the MIDC included overhead costs in the minimum hourly rate set forth in Standard 8. Overhead includes any costs required to maintain and operate a law office, such as rent, telephone, utilities, support staff, accounting, staff wages, and professional liability insurance. These costs are not reimbursable under this contract.

Case-related expenses that qualify for reimbursement include but are not limited to demonstrative exhibits, clothing for clients, extraordinary printing/postage expenses, and advance payment made for FOIA or other records requests.¹

¹ You can find this information in MIDC Standard 8, <https://michiganidc.gov/standards/#tab-id-8>, and *Incentivizing Quality Indigent Defense Representation* (published March 2018), <https://michiganidc.gov/wp-content/uploads/2018/06/Incentivizing-Quality-Indigent-Defense-Representation.pdf>

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH ATTORNEY KEVIN L. RUSH AND
GENESEE COUNTY FOR THE COORDINATION AND DELIVERY OF INDIGENT CRIMINAL DEFENSE
LEGAL SERVICES

This amendment is effective October 1, 2024, and is between Genesee County, Michigan, a Michigan Municipal Corporation whose principal place of business is located at 1101 Beach Street, Flint, MI 48502 (the "County"), and attorney Kevin L. Rush, a sole proprietor, whose principal place of business is located at 934 Church Street, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a professional services contract effective October 1, 2023 (the "Agreement"), pursuant to which the Contractor would coordinate and perform certain indigent criminal defense legal services; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract for an additional one year term and to modify the cost schedule.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended by a period of 12 months, ending at 11:59 P.M. on September 30, 2025.
2. The hourly rates to be paid will increase in accordance with the new MIDC approved compliance plan, as reflected in the attached Exhibit B, Amended Cost Schedule, with the total amount paid to the Contractor remaining the same.
3. All other terms of the Agreement remain unchanged and in full effect.

KEVIN L. RUSH

COUNTY OF GENESEE

By: Kevin L. Rush
Kevin L. Rush
Managing Attorney

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

Date: September 19, 2024

Date: 9/30/24

EXHIBIT B
Amended Cost Schedule
Effective October 1, 2024

Managed Assigned Counsel Coordinator
Weekend Arraignment
67th District Court

An invoice is to be submitted monthly for all legal and administrative services performed in the preceding month, subject to the following:

- A. Hourly Billing Rates. Time tracking should specify the type of work performed and provide sufficient detail to allow the information to be verified.

| <u>Type of Work</u> | <u>Hourly Rate</u> |
|-----------------------|--------------------|
| Weekend Arraignments | \$200 |
| Administrative (MAAC) | \$150 |

- B. Reimbursement for Case-related Expenses

Per Michigan Indigent Defense Commission (MIDC) Standard 8, assigned counsel should be reimbursed for all reasonable out-of-pocket, case-related expenses. All receipts or documentation for expenses actually incurred should be submitted with monthly invoice for reimbursement.

Note that the MIDC included overhead costs in the minimum hourly rate set forth in Standard 8. Overhead includes any costs required to maintain and operate a law office, such as rent, telephone, utilities, support staff, accounting, staff wages, and professional liability insurance. These costs are not reimbursable under this contract.

Case-related expenses that qualify for reimbursement include but are not limited to demonstrative exhibits, clothing for clients, extraordinary printing/postage expenses, and advance payment made for FOIA or other records requests.¹

¹ You can find this information in MIDC Standard 8, <https://michiganidc.gov/standards/#tab-id-8>, and *Incentivizing Quality Indigent Defense Representation* (published March 2018), <https://michiganidc.gov/wp-content/uploads/2018/06/Incentivizing-Quality-Indigent-Defense-Representation.pdf>



Genesee County

Staff Report

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

File #: RES-2025-2302

Agenda Date: 9/17/2025

Agenda #: 14.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to accept a grant award from the Michigan State Police Auto Theft Prevention Authority (ATPA), in the amount of \$1,827,797.00 with a match of \$1,151,512.00, for the grant period of October 1, 2025 through September 30, 2026 for fiscal year 2025-2026

BOARD ACTION REQUESTED:

Approval of ATPA grant from the Michigan State police in the amount of \$1,827,797 with a match of \$1,151,512.00 for the grant period of October 1, 2025, through September 30, 2026. This grant and match amount allows the Sheriff's Office along with eight (8) other local police agencies to dedicate investigators to pursue thefts of automobiles.

BACKGROUND:

The Automobile Theft Prevention Authority (ATPA), a division of the Michigan State Police, provides grants to sheriffs to assist with the investigation and prosecution of cases involving automobile theft and related offenses. The Genesee County Sheriff's Office has relied on this grant for the partial funding of its Auto Theft and Fraud Prosecution Unit for the past 34 years. This grant provides 60% funding for the salaries and fringe benefits of those nine (9) investigators assigned to Genesee Auto Investigation Network (GAIN) lead by the Sheriff's Office include Burton PD, Davison Twp. PD, Flint PD, Flint Twp. PD, Flushing City PD, Grand Blanc City PD, Grand Blanc Twp. PD, and The Metro Police Authority. GAIN investigators investigate all auto theft related crime, such as auto thefts, title fraud, and carjackings. The total grant award for FY2025-2026 is \$1,827,797 with a local match of \$1,151,512 coming from all respective agencies. The Counties match cost of \$182,785.00 from account # 2856-310.00-699.003.

DISCUSSION:

In the past this grant has been awarded a 50/50% award and match amount and budgeted each year accordingly. For this fiscal year the award amount has been reduced to a 37% award requiring the remaining amount to be matched by the respective agencies. This adjustment results in an additional request of \$37,467 from the general fund.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

In the past this grant has been awarded a 50/50% award and match amount and budgeted each year

accordingly. For this fiscal year the award amount has been reduced to a 37% award requiring the remaining amount to be matched by the respective agencies. This adjustment results in an additional request of \$37,467 from the general fund with a total ask of \$182,785.00 for the award period of October 1, 2025, through September 30, 2026.

IMPACT ON FACILITIES:

None

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:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant from the Auto Theft Prevention Authority, a division of the Michigan State Police, in the amount of \$676,285.00 with required matching funds of \$182,785.00 coming from the Sheriff's Office general fund budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute any necessary documents on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

AGREEMENT
for
PARTICIPATION IN GAIN AND RECEIPT OF ATPA GRANT FUNDS
between
Genesee County (Genesee County Sheriff's Office)
and
Metro Police Authority (Metropolitan Police Authority)
and
City of Flushing (Flushing Police Department)
and
Flint Township (Flint Township Police Department)
and
City of Flint (Flint City Police Department)
and
City of Burton (Burton City Police Department)
and
City of Grand Blanc (Grand Blanc Police Department)
and
Grand Blanc Township (Grand Blanc Twp. Police Dept.)
and
Davison Township (Davison Twp. Police Department)

I. PARTIES

This Agreement is made between Genesee County (Genesee County Sheriff's Office), Metro Police Authority (Metropolitan Police Authority), City of Flushing (Flushing Police Department), Flint Township (Flint Township Police Department), City of Flint (Flint City Police Department), City of Burton (Burton City Police Department), City of Grand Blanc (Grand Blanc Police Department), Grand Blanc Township (Grand Blanc Twp. Police Dept.), Davison Township (Davison Twp. Police Department)

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

GAIN may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Genesee County automobile theft prevention team GAIN.

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of GAIN.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2026 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2026 ATPA Grant Contract.

IV. RESPONSIBILITIES

GAIN agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

Genesee County (Genesee County Sheriff's Office) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from GAIN participating law enforcement agencies, compile received reports and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

Metro Police Authority (Metropolitan Police Authority) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Flushing (Flushing Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

Flint Township (Flint Township Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Flint (Flint City Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Burton (Burton City Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Grand Blanc (Grand Blanc Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

Grand Blanc Township (Grand Blanc Twp. Police Dept.) will:

- g. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- h. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- i. Maintain clear and reliable documentation of performance activity and financial expenditures.
- j. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- k. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- l. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

Davison Township (Davison Twp. Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas’ Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

- Each party certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Genesee County:

Contact:
 Address:
 City, State, Zip:
 Telephone:
 Email:

Metro Police:

Contact:
 Address:
 City, State, Zip:
 Telephone:
 Email:

Flushing:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Flint Twp.:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

City of Flint:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Burton:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Grand Blanc:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Grand Blanc Twp.:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Davison Twp.:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2025 through September 30, 2026, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

Genesee County (Genesee County Sheriff's Office)

By: _____ Date: _____

Printed Name:

Title:

Metro Police Authority (Metropolitan Police Authority)

By: _____ Date: _____

Printed Name:

Title:

City of Flushing (Flushing Police Department)

By: _____ Date: _____

Printed Name:

Title:

Flint Township (Flint Township Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Flint (Flint City Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Burton (Burton City Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Grand Blanc (Grand Blanc Police Department)

By: _____ Date: _____

Printed Name:

Title:

Grand Blanc Township (Grand Blanc Twp. Police Dept.)

By: _____ Date: _____

Printed Name:

Title:

Davison Township (Davison Twp. Police Department)

By: _____ Date: _____

Printed Name:

Title:

| GENESEE COUNTY SHERIFF DEPARTMENT | | | | | |
|---|---------------------|---------------------|--------------|---------------------|-------------------|
| GENESEE AUTO-THEFT INTERFACE NETWORK (GAIN) | | | | | |
| BUDGET DETAIL | | | | | |
| G-2-26 | | | | | |
| | | | | | Percent |
| | 2025 | 2026 | | | 37% |
| | APPLICATION | APPLICATION | BUDGET | ATPA STAFF | ATPA |
| | BUDGET | BUDGET | MODIFICATION | RECOMM | SHARE |
| SWORN EMPLOYEES | | | | | |
| Salaries & Wages: | | | | | |
| (1)Genesee Co. SD-Lt | \$ 84,570 | \$ 114,003 | | \$ 114,003 | \$ 42,181 |
| Fringe Benefits | \$ 55,926 | \$ 60,360 | | \$ 60,360 | \$ 22,333 |
| Overtime | \$ 2,000 | \$ 2,000 | | \$ 2,000 | \$ 740 |
| (1)Metro Authority-Office | \$ 74,850 | \$ 76,714 | | \$ 76,714 | \$ 28,384 |
| Fringe Benefits | \$ 46,663 | \$ 51,878 | | \$ 51,878 | \$ 19,195 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1)Flushing City PD-Officer | \$ 75,616 | \$ 78,733 | | \$ 78,733 | \$ 29,131 |
| Fringe Benefits | \$ 13,900 | \$ 12,753 | | \$ 12,753 | \$ 4,719 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1)Flint Twp PD-Officer | \$ 68,786 | \$ 72,820 | | \$ 72,820 | \$ 26,943 |
| Fringe Benefits | \$ 28,530 | \$ 28,169 | | \$ 28,169 | \$ 10,423 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1)Burton City PD-Officer | \$ 72,190 | \$ 77,336 | | \$ 77,336 | \$ 28,614 |
| Fringe Benefits | \$ 82,477 | \$ 87,456 | | \$ 87,456 | \$ 32,359 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1)Flint City PD-Officer | \$ 63,877 | \$ 63,877 | | \$ 63,877 | \$ 23,634 |
| Fringe Benefits | \$ 91,291 | \$ 28,775 | | \$ 28,775 | \$ 10,647 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1) Grand Blanc - Officer | \$ 79,727 | \$ 82,063 | | \$ 82,063 | \$ 30,363 |
| Fringe Benefits | \$ 31,368 | \$ 31,999 | | \$ 31,999 | \$ 11,840 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1) Grand Blanc Twp - Officer | \$ 81,323 | \$ 88,541 | | \$ 88,541 | \$ 32,760 |
| Fringe Benefits | \$ 68,046 | \$ 85,421 | | \$ 85,421 | \$ 31,606 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| (1) Davison - Officer | \$ 81,875 | \$ 96,168 | | \$ 96,168 | \$ 35,582 |
| Fringe Benefits | \$ 47,436 | \$ 60,957 | | \$ 60,957 | \$ 22,554 |
| Overtime | \$ - | \$ - | | \$ - | \$ - |
| TOTAL SWORN EMPLOYEES | \$ 1,150,451 | \$ 1,200,023 | \$ - | \$ 1,200,023 | \$ 444,009 |
| VEHICLES | | | | | |
| (9) Lease vehicle from | | | | | |
| Genesee Co. | \$ 180,000 | \$ 180,000 | | \$ 180,000 | \$ 66,600 |
| TOTAL VEHICLES | \$ 180,000 | \$ 180,000 | | \$ 180,000 | \$ 66,600 |
| FIELD OPERATIONS | | | | | |
| Investigative supplies | \$ 5,400 | \$ 2,700 | | \$ 2,700 | \$ 999 |
| MAVTI/IAATI dues | \$ 120 | \$ 160 | | \$ 160 | \$ 59 |
| 81 Flock Cameras/3 GPS Trackers | \$ 417,297 | \$ 371,094 | | \$ 371,094 | \$ 137,305 |
| Training/Travel | \$ 54,000 | \$ 54,000 | | \$ 54,000 | \$ 19,980 |
| TOTAL FIELD OPERATIONS | \$ 476,817 | \$ 427,954 | | \$ 427,954 | \$ 158,343 |

DESCRIPTION:

| GL # | DESCRIPTION | Increase/(Decrease |
|---------------------|----------------------|--------------------|
| 2856-310.00-558.000 | STATE PARTICIPATION | (237,863.00) |
| 2856-310.00-699.003 | COUNTY APPROPRIATION | 37,467.00 |
| 2856-310.00-752.000 | SUPPLIES OTHER | (500.00) |
| 2856-310.00-801.000 | SERVICE CONTRACTS | (199,896.00) |



STATE OF MICHIGAN
 DEPARTMENT OF STATE POLICE
 AUTOMOBILE THEFT PREVENTION AUTHORITY
 LANSING

GRETCHEN WHITMER
 GOVERNOR

COL. JAMES F. GRADY II
 DIRECTOR

September 5, 2025

Sheriff Christopher Swanson
 Genesee County Sheriff's Department
 1002 South Saginaw Street
 Flint, Michigan 48502

RE: 02-26 GAIN

Dear Sheriff Swanson:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project pending the finalization of the Grant Agreement (contract), is \$1,827,797. The ATPA portion of your award is \$676,285, and the match requirement is \$1,151,512. Further details regarding allowable expenditures are contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. **The deadline for returning your signed contract is September 30, 2025.**

If you have any questions or concerns regarding your award, please contact Mr. Tim Bailor, ATPA Program Coordinator, at BailorT@michigan.gov or 517-256-5207. We look forward to working with you.

Sincerely,

Mr. Tim Bailor, Program Coordinator
 Automobile Theft Prevention Authority

Enclosures

Mr. Daniel Pfannes – Chair
 Director Steve Cooper, Col. James Grady II – Representing Law Enforcement
 Mr. Christopher Helmick, Mr. William Patterson – Representing Automobile Insurers
 Ms. Nicole Quisenberry, Dr. Christopher Melde – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821
 MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909
 www.michigan.gov/msp • 517-284-3193

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2025, at MSPATPA@michigan.gov. **Do not** send a paper copy.

| I. Award Information | | | |
|--|---|--|-------------------|
| Name of Grantee/Fiduciary Genesee County Sheriff's Department | | Project Title/Acronym GAIN | |
| Address 1002 South Saginaw Street | City Flint | State MI | ZIP Code 48502 |
| Total Grant Award \$1,827,797 | ATPA Award \$676,285 | Match Requirement \$1,151,512 | |
| Grant Period Start Date October 1, 2025 | Grant Period End Date September 30, 2026 | Project Number 02-26 | |
| Authorized Official Sheriff Christopher Swanson | Project Contact Lt. Tom Zak | Financial Contact Mr. Tyler Swoffer | |

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2025, to September 30, 2026.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/msp/divisions/grantscommunityservices/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

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

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/msp/divisions/grantscommunityservices/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only. Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-day written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
 - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' 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.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.
- Training/Travel expenses. Travel outside normal territory, not to exceed \$3,000 per employee/per year. If training is outside of the annual IAATI and NCRC conferences, prior approval is required.
- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Vehicle operation cost. Not to exceed:
 - o 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.
 - o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- 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 conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. 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.
- 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 incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- 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.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).

- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lessor included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 100 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.

- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

| Organization Type | Quarterly Progress and Financial Reports | | Due Date |
|--|--|----------------------|----------|
| Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization | Progress Report (GRANTS-037) | 10-01-25 to 12-31-25 | 01-31-26 |
| | Financial Report (GRANTS-035) | 10-01-25 to 12-31-25 | 01-31-26 |
| | Progress Report (GRANTS-037) | 01-01-26 to 03-31-26 | 04-30-26 |
| | Financial Report (GRANTS-035) | 01-01-26 to 03-31-26 | 04-30-26 |
| | Progress Report (GRANTS-037) | 04-01-26 to 06-30-26 | 07-31-26 |
| | Financial Report (GRANTS-035) | 04-01-26 to 06-30-26 | 07-31-26 |
| | Financial Report (GRANTS-035) | 07-01-26 to 09-30-26 | 10-15-26 |
| | Progress Report (GRANTS-037) | 07-01-26 to 09-30-26 | 10-31-26 |

XVII. Arrest Ranking

| Felony Charges | MCL | Arrest Points |
|---|----------|---------------|
| Altering Vehicle Identification Number with Intent to Mislead | 750.415 | 10 |
| Arson - Owner Involved | 750.75 | 14 |
| Carjacking | 750.529a | 8 |
| Chop Shop | 750.535a | 14 |
| Continuing Criminal Enterprise | 750.159i | 14 |
| Counterfeit Insurance Certificates | 257.222 | 6 |
| Embezzlement | 750.174 | 6 |
| Failure to Return Rental Vehicle | 750.362 | 6 |
| False Certification | 257.903 | 12 |
| False Police Report | 750.411a | 8 |
| False Pretenses | 750.218 | 12 |
| False Statement in Application for Title | 257.254 | 12 |
| Forged License Documents/License Plates | 257.257 | 6 |
| Insurance Fraud - Owner Staged Arson/Larceny/Theft | 500.4511 | 14 |
| Interstate Transportation of Stolen Motor Vehicle | 750.535 | 14 |
| Larceny by Conversion | 750.362 | 6 |
| Larceny from Motor Vehicle | 750.356a | 4 |
| Obtain Personal Identification (ID) Without Permission | 257.324 | 6 |
| Odometer Fraud | 257.233a | 12 |
| Operating License Forged, Altered, or False | 257.324 | 6 |

| | | |
|--|---------|----|
| Possess or Sell Rosette Rivets | 750.415 | 4 |
| Possess Stolen Vehicle with Intent to Pass Title | 257.254 | 10 |
| Repair - Salvage Facility Violation | 257.217 | 4 |
| Receiving and Concealing Stolen Property | 750.535 | 8 |
| Unlawfully Driving Away Automobile | 750.413 | 6 |
| Unlawful Use | 750.414 | 4 |
| Use Fraudulent ID to Lease or Purchase Vehicle | 750.415 | 12 |
| All Other Charges | | 2 |

Note to Arrest Rankings:

- Team takes credit for the most serious charge against subject and ignores others.
- The team takes credit for original arrest charge, even if reduced later by prosecutor.
- If the subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

| | | |
|-------------------------------------|----------------------------------|------|
| | | |
| Printed Name of Authorized Official | Signature of Authorized Official | Date |

| | | |
|---------------------------------|------------------------------|------|
| | | |
| Printed Name of Project Contact | Signature of Project Contact | Date |

| | | |
|-----------------------------------|--------------------------------|------|
| | | |
| Printed Name of Financial Contact | Signature of Financial Contact | Date |

| | | |
|---|--------------------------------------|------|
| | | |
| Printed Name of ATPA Executive Director | Signature of ATPA Executive Director | Date |



Genesee County

Staff Report

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

File #: RES-2025-2303

Agenda Date: 9/17/2025

Agenda #: 15.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to accept the Professional Services Contract between the Sheriff's Office and Genesee Health Services (GHS) for the purpose of providing police services including two Certified Police Sergeants and one Police Deputy to serve GHS and respond to mental health crisis throughout Genesee County

BOARD ACTION REQUESTED:

Acceptance of the Professional Services Contract between the Sheriff's Office and Genesee Health Services (GHS) for the purpose of providing police services including two Certified Police Sergeants and one Police Deputy to serve GHS and respond to mental health crisis throughout Genesee County. The contract period is for October 1, 2025, through September 30, 2026 at the cost of \$478,886.00 covered by GHS.

BACKGROUND:

Since 2015 The Sheriff's Office and GHS have partnered together to provide police services to the GHS facility as well co-response teams to residents suffering from mental health crisis in Genesee County. The need for this co-response effort has only increased as the demands of mental health response have increased in Genesee County and across the nation. This Co-response team was one of the first team implemented in the area and is nationally recognized. The co-response team consists of a police Sergeant/Deputy and a GHS social worker. These teams respond to 911 calls involving individuals in a mental health crisis and assist with diversion outcomes if alternatives are appropriate.

DISCUSSION:

Due to the increased need for this response GHS has requested to increase this existing contract to include an additional police deputy.

IMPACT ON HUMAN RESOURCES:

Create, post and fill one police deputy position.

IMPACT ON BUDGET:

No impact to general fund. Contract cost is \$478,886.00 and will be covered by GHS through account #2855-308.02-702.000 and respective fringe accounts.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities to promote safe communities and expand the county's role as convener to enhance relationships that contribute to our community's growth.

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 Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County and Genesee Health System (GHS), whereby the County and the Sheriff will provide two Police Sergeants and one Police Deputy to provide police services to GHS and to respond to mental health crises throughout Genesee County for the term commencing October 1, 2025, through September 30, 2026, at an estimated cost of \$478,886.00 to be paid by GHS and placed into account #2855-308.02-702.000 and respective fringe accounts, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), both the Chairperson of this Board and the Sheriff are authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

**AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND GENESEE HEALTH SYSTEM**

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 325 S. Saginaw St., Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and **GENESEE HEALTH SYSTEM**, whose principal place of business is located at 1040 W. Bristol Rd, Flint, MI 48507 ("Genesee Health System") (the County, Sheriff, and Genesee Health System together being the "Parties").

WHEREAS, Genesee Health System has called upon the Sheriff to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Genesee Health System, as described within the proposal submitted in response to Genesee Health System's request for proposals;

WHEREAS, Genesee Health System is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services at Genesee Health System during the period of **October 1, 2025 through September 30, 2026**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services to Genesee Health System to the extent and in the manner set forth in this Agreement.
2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.
 - (a) The County agrees to assign two certified police Sergeants and a police deputy to Genesee Health System to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Genesee Health System as described within the proposal submitted in response to the County's request for proposals (the "Services").
 - (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.
 - (c) Services performed under this Agreement may include, if requested by Genesee Health System, traffic enforcement, license inspection and enforcement.

- (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed by the Sheriff.
- 3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from Genesee Health System, its officers, agents, and employees.
- 4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered.
- 5. (a) Genesee Health System shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for Genesee Health System, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, Genesee Health System shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless Genesee Health System against any such claim.
- 6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of Genesee Health System, its officers, or employees, and Genesee Health System shall defend and hold harmless the County, its officers, and employees against any such claims.
- 7. Genesee Health System, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold Genesee Health System, its officers, and employees harmless against any such claims.
- 8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2025, through September 30, 2026**, with the option to renew each fiscal year.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
- 9. (a) Genesee Health System agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **\$478,886.00**. The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, Genesee Health System furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), Genesee Health System agrees to pay costs for overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

- (c) Genesee Health System is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.
 - (d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by Genesee Health System on receipt of the CFO's monthly statement.
 - (e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and Genesee Health System agrees to reimburse the County to the extent of the increased costs.
 - (f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. Genesee Health System agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to Genesee Health System, for the actual time period that officer is on assignment to Genesee Health System. Genesee Health System will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to Genesee Health System. The County will bill Genesee Health System annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from Genesee Health System.
 - (g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.
 - (h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit B to this Agreement and Genesee Health System declines to pay County for such additional costs.
10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to Genesee Health System on a monthly basis.
11. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Contract to conform with any new or revised legislation, rules and regulations to which Genesee Health System is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws.
12. General Provisions
- (a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services,

the Scope of Services (Exhibit A), and the Projected Budget (Exhibit B), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

- (b) This Contract and all attachments, as well as all other information submitted by Genesee Health System to the County, are subject to disclosure under the provisions of MCL §§ 15.231 et seq., known as the "Freedom of Information Act."
- (c) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.
- (d) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of Genesee Health System. Genesee Health System may not assign this Agreement without the express written consent of the County.
- (e) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.
- (f) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.
- (g) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.
- (h) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.
- (i) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.
- (j) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that Genesee Health System fails to abide by the terms of this Agreement.
- (k) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

Signatures Appear on Next Page

IN WITNESS WHEREOF, Genesee Health System has authorized this Agreement to be executed by its President and CEO, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of the resolution being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

GENESEE HEALTH SYSTEM

BY: Delrico Loyd, Chairperson

BY: Danis Russell, & CEO

Date: _____

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: _____

DESCRIPTION:

| GL # | DESCRIPTION |
|---------------------|-------------------------|
| 2855-308.02-674.029 | LOCAL CONTRIBUTION |
| 2855-308.02-702.000 | SALARIES & WAGES |
| 2855-308.02-709.000 | SOCIAL SECURITY |
| 2855-308.02-713.000 | OVERTIME |
| 2855-308.02-714.000 | LONGEVITY |
| 2855-308.02-718.000 | MEDICAL INSURANCE |
| 2855-308.02-723.000 | POST-RETIREMENT BENEFIT |
| 2855-308.02-725.000 | OPTICAL INSURANCE |
| 2855-308.02-726.000 | DENTAL INSURANCE |
| 2855-308.02-727.000 | LIFE HEALTH INSURANCE |
| 2855-308.02-728.000 | RETIREMENT |
| 2855-308.02-729.000 | WORKERS COMPENSATION |
| 2855-308.02-730.000 | UNEMPLOYMENT |
| 2855-308.02-752.000 | SUPPLIES OTHER |
| 2855-308.02-768.001 | LAUNDRY ROBES UNIFORMS |
| 2855-308.02-910.005 | TRAINING EMPLOYEES |

Increase/(Decrease)

131,862.00
69,863.00
5,558.00
0.00
2,795.00
21,050.00
17,420.00
130.00
1,150.00
394.00
7,266.00
1,090.00
146.00
1,500.00
2,000.00
1,500.00

| FUND DEPT | Employee Name | WAGES | OVERTIME | LONGEVITY | FICA |
|-----------|-----------------|------------|----------|-----------|-----------|
| | Mason, Reginald | 92,162.20 | | 3,686.49 | 7,332.42 |
| | Howard, Gregory | 94,288.28 | | 1,885.77 | 7,357.31 |
| | Full Yr Deputy | 69,862.81 | | 2,794.51 | 5,558.28 |
| | Overtime | | 6,000.00 | 180.00 | 472.77 |
| | | 256,313.29 | 6,000.00 | 8,546.77 | 20,720.78 |

| HEALTH INS | OPTICAL | DENTAL | LIFE/DISABILITY | RETIREMENT | WC | UNEMPLOYMENT |
|------------|---------|--------|-----------------|------------|----|--------------|
|------------|---------|--------|-----------------|------------|----|--------------|

10/1/25-9/30/26

| | | | | | | |
|-----------|--------|----------|----------|-----------|----------|--------|
| 7,718.40 | 48.24 | 328.56 | 441.60 | 9,584.87 | 1,437.73 | 191.70 |
| 21,049.92 | 129.84 | 1,149.84 | 441.60 | 9,617.41 | 1,442.61 | 192.35 |
| 21,049.92 | 129.84 | 1,149.84 | 394.08 | 7,265.73 | 1,089.86 | 145.31 |
| | | | | 618.00 | 92.70 | 12.36 |
| 49,818.24 | 307.92 | 2,628.24 | 1,277.28 | 27,086.01 | 4,062.90 | 541.72 |

| PRB | TOTAL |
|------------|--------------|
| 23,962.17 | 146,894.38 |
| 2,600.00 | 140,154.93 |
| 18,164.33 | 127,604.51 |
| 800.00 | 8,175.83 |
| 45,526.50 | 422,829.65 |

DESCRIPTION:

| GL # | DESCRIPTION | Increase/(Decrease) |
|---------------------|-------------------------|---------------------|
| 2855-308.02-674.029 | LOCAL CONTRIBUTION | 131,862.00 |
| 2855-308.02-702.000 | SALARIES & WAGES | 69,863.00 |
| 2855-308.02-709.000 | SOCIAL SECURITY | 5,558.00 |
| 2855-308.02-713.000 | OVERTIME | 0.00 |
| 2855-308.02-714.000 | LONGEVITY | 2,795.00 |
| 2855-308.02-718.000 | MEDICAL INSURANCE | 21,050.00 |
| 2855-308.02-723.000 | POST-RETIREMENT BENEFIT | 17,420.00 |
| 2855-308.02-725.000 | OPTICAL INSURANCE | 130.00 |
| 2855-308.02-726.000 | DENTAL INSURANCE | 1,150.00 |
| 2855-308.02-727.000 | LIFE HEALTH INSURANCE | 394.00 |
| 2855-308.02-728.000 | RETIREMENT | 7,266.00 |
| 2855-308.02-729.000 | WORKERS COMPENSATION | 1,090.00 |
| 2855-308.02-730.000 | UNEMPLOYMENT | 146.00 |
| 2855-308.02-752.000 | SUPPLIES OTHER | 1,500.00 |
| 2855-308.02-768.001 | LAUNDRY ROBES UNIFORMS | 2,000.00 |
| 2855-308.02-910.005 | TRAINING EMPLOYEES | 1,500.00 |