



GENESEE COUNTY
— MICHIGAN —

Genesee County Governmental Operations Committee Agenda

Wednesday, December 4, 2024 5:30 PM Harris Auditorium, 1101 Beach St.

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

[RES-2024-1533](#) Approval of Meeting Minutes - November 13, 2024

- IV. **PUBLIC COMMENT TO COMMITTEE**
- V. **COMMUNICATIONS**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**

- 1. [RES-2024-1184](#) Approval of an update to Genesee County's Vehicle Operation & Driving for Work Policy
- 2. [RES-2024-1224](#) Approval of an agreement between Genesee County and Mt. Morris Schools, in an amount not to exceed \$140,000.00, to provide educational services for the Court community educational programs; the term of this contract is from July 1, 2024, through June 30, 2025; the cost of this contract will be paid from account 2920-663.07-801.004
- 3. [RES-2024-1226](#) Approval of an agreement between Genesee County and Mt. Morris Schools, in an amount not to exceed \$100,000.00, to provide educational services at the Genesee County Juvenile Justice Center (GCJJC); the term of this contract is from July 1, 2024, through June 30, 2025; the cost of this contract will be paid from account 2920-356.00-801.028

- 4. [RES-2024-1280](#) Approval of a contract between Genesee County and Easterseals of Michigan, in an amount not to exceed \$100,000.00, to provide intensive family support services; the term of this contract is from January 1, 2025, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-801.000
- 5. [RES-2024-1281](#) Approval of an agreement between Genesee County and Easterseals Michigan, in an amount not to exceed \$115,243.03, to provide a Mental Health Professional for school based law enforcement involvement; the cost of this agreement is fully grant funded and will be paid from account 2980-649.00-801.028
- 6. [RES-2024-1314](#) Approval of an agreement between Genesee County and Vienna Township, in the amount of \$1,353,421.10, to provide policing and school resource officer services; the term of this agreement is from January 1, 2025 through December 31, 2025; the budget for this agreement is attached
- 7. [RES-2024-1419](#) Approval of a request to rename Genesee County Animal Control to Genesee County Animal Care Center
- 8. [RES-2024-1479](#) Approval of an agreement between Genesee County and Cole Williams, LLC., in an amount not to exceed \$55,000.00, to provide the Parent Network Support series at Genesee County's Juvenile Justice Center; the term of this agreement is from January 1, 2025 through December 31, 2025; the cost of this agreement is budgeted and will be paid from account 2920-663.07-801.000

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1533

Agenda Date: 12/4/2024

Agenda #:

Approval of Meeting Minutes - November 13, 2024



**Genesee County
Governmental Operations Committee
Meeting Minutes**

Wednesday, November 13, 2024

5:30 PM

101 Beach St., Room 301

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 5:44 PM.

II. ROLL CALL

Present: Dale K. Weighill, Delrico J. Loyd, Charles Winfrey, Ellen Ellenburg, Beverly Brown, James Avery, Shaun Shumaker and Martin L. Cousineau

Absent: Michelle Davis

III. APPROVAL OF MINUTES

RES-2024-1423 Approval of Meeting Minutes - October 16, 2024

RESULT: APPROVED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **RES-2024-534** Approval of a grant award from Region 3 Homeland Security Planning Board, in the amount of \$38,900.00, to provide for the purchase of ten (10) Flock Cameras; the budget for this grant is attached

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

2. **RES-2024-629** Approval of a grant award from the C.S. Mott Foundation in the amount of \$1,180,687.00, to provide for the Genesee County Sheriff's Office police patrol and investigative services within a ten (10) square mile within the City of Flint; the term of this grant is from June 1, 2024 through May 31, 2025

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

3. **RES-2024-1219** Approval of a contract between Genesee County and the Child Advocacy Team (CAT), in the amount of \$638,420.00, to provide legal services for children who are the subject of child protective and delinquency petitions; the term of this contract is from October 1, 2024, to September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

4. **RES-2024-1235** Approval of a contract between Genesee County and Rite of Passages, Inc., in an amount not to exceed \$630,000.00, to provide an Evening Learning Center program at Genesee County's Juvenile Justice Center; the term of this grant is from October 1, 2024 through September 30, 2025; the cost of this grant will be paid from account 2920-663.07-801.001

RESULT: REFERRED
MOVER: Ellen Ellenburg
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

5. **RES-2024-1282** Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$218,356.00, to provide for implementation and evaluation of programs aiming to reduce racial and ethnic disparities at the arrest point; the budget for this grant is attached

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

6. **RES-2024-1290** Approval of an agreement between Genesee County and District Health Department #2 to provide for their fiduciary role for all Homeland Security Grants in Region #3

RESULT: REFERRED
MOVER: Ellen Ellenburg
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

7. **RES-2024-1291** Approval of an agreement between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of \$296,500.00, to provide legal representation for indigent mothers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost for this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

RESULT: REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

8. **RES-2024-1292** Approval of a contract between Genesee County and Paul Scott & Associates, in the amount of \$304,000.00, to provide legal representation for indigent fathers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Ellen Ellenburg

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

9. **RES-2024-1306** Approval of a grant award from the Michigan State Police, in the amount of \$16,074.00, to provide for the development and maintenance of an emergency management program; the budget for this grant is attached

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey

	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
10. <u>RES-2024-1311</u>	Approval of an agreement between Genesee County and FLOCK, in an amount not to exceed \$60,000.00, to provide hardware and software products for twenty (20) FLOCK Safety Falcon Cameras; the term of this agreement is from October 1, 2024 through September 30, 2025; the cost of this agreement is fully grant-funded and will be paid from account 2856-310.00-801.000
	RESULT: REFERRED
	MOVER: Beverly Brown
	SECONDER: Charles Winfrey
	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
11. <u>RES-2024-1313</u>	Approval of an agreement between Genesee County and Fenton Township, in the amount of \$807,277.98 per year, to provide policing services; the term of this agreement is October 1, 2024 through September 30, 2027; the budget for this agreement is attached
	RESULT: REFERRED
	MOVER: Shaun Shumaker
	SECONDER: Charles Winfrey
	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
12. <u>RES-2024-1314</u>	Approval of an agreement between Genesee County and Vienna Township, in the amount of \$1,353,421.10, to provide policing and school resource officer services; the term of this agreement is from January 1, 2025 through December 31, 2025; the budget for this agreement is attached
	RESULT: POSTPONED
	MOVER: Shaun Shumaker
	SECONDER: James Avery

	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
13. <u>RES-2024-1315</u>	Approval of an agreement between Genesee County, Atlas Township, and the Goodrich School Board, in the amount of \$868,723.26, to provide policing and school resource officer services; the term of this agreement is from October 1, 2024 through September 30, 2025; the budget for this agreement is attached
	RESULT: REFERRED
	MOVER: Ellen Ellenburg
	SECONDER: Charles Winfrey
	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
14. <u>RES-2024-1327</u>	Approval of a recommendation by Genesee County's Surveyor for the Appointment of the Remonumentation Peer Review Committee Members for 2024 Grant Year
	RESULT: REFERRED
	MOVER: Beverly Brown
	SECONDER: James Avery
	Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Commissioner Davis
15. <u>RES-2024-1346</u>	Approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of \$150,000.00, to provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases; the term of this agreement is from October 1, 2024 through September 30, 2025; the cost for this agreement is budgeted and will be paid from account 2915-662.00-801.004
	RESULT: REFERRED
	MOVER: Shaun Shumaker
	SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

Commissioner Loyd left the meeting at 6:44 PM.

16. [RES-2024-1355](#) Approval to accept the FY25 Michigan Art & Culture Grant, in the amount of \$13,448.00, to provide visual and performing arts workshops to youth detained at the Juvenile Justice Center and the Learning Co-op; the term of this grant is from October 1, 2024 through September 30, 2025; the revenue from this grant will be accounted for per the attached budget form

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Beverly Brown

Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Vice Chair Loyd and Commissioner Davis

17. [RES-2024-1359](#) Approval of a proposed Genesee County Website Privacy and Terms of Use Policy

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Vice Chair Loyd and Commissioner Davis

18. [RES-2024-1360](#) Approval of a grant award from the State Court Administrative Office, in the amount of \$38,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED

MOVER: Ellen Ellenburg

SECONDER: Beverly Brown

	Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Vice Chair Loyd and Commissioner Davis
19. <u>RES-2024-1361</u>	Approval of a grant award from the State Court Administrative Office, in the amount of \$163,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached
	RESULT: REFERRED
	MOVER: Charles Winfrey
	SECONDER: Ellen Ellenburg
	Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Vice Chair Loyd and Commissioner Davis
20. <u>RES-2024-1362</u>	Approval of a grant award from the Bureau of Justice Assistance (BJA), in the amount of \$763,185.00, to provide for Genesee County's Sobriety Court's treatment services; the term of this grant is from October 1, 2024 through September 30, 2028; the budget for this grant is attached
	RESULT: REFERRED
	MOVER: Ellen Ellenburg
	SECONDER: Charles Winfrey
	Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau
	Absent: Vice Chair Loyd and Commissioner Davis
21. <u>RES-2024-1381</u>	Approval of a grant award from the Michigan Supreme Court, in the amount of \$75,000.00, to provide for continued conversion of the Courthouse Law Library to the Genesee County Legal Resource Center; the budget for this grant is attached
	RESULT: REFERRED
	MOVER: Charles Winfrey
	SECONDER: Ellen Ellenburg
	Aye: Chairperson Weighill, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Vice Chair Loyd and Commissioner Davis

Commissioner Loyd returned to the meeting at 6:48 PM.

22. RES-2024-1390 Approval of a contract between Genesee County and Newkirk Electric Associates, Inc., in the amount of \$60,747.00, to install network drops and wireless expansion in Genesee County's Legal Resource Center; the cost of this agreement will be paid from account 4960-255.06-975.007

RESULT: REFERRED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:48 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1184

Agenda Date: 12/4/2024

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Chrystal Simpson, Chief Financial Officer

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

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

DISCUSSION:

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

IMPACT ON HUMAN RESOURCES:

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

IMPACT ON BUDGET:

N/A

IMPACT ON FACILITIES:

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

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

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

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

LADIES AND GENTLEMEN:

BE IT RESOLVED by this Board of County Commissioners of Genesee County, Michigan, that the request by Risk Management, a division of the Department of Fiscal Services, to authorize amending and restating the Vehicle Operation & Driving for Work Policy, said amendment being necessary to align it with State of Michigan driving laws and Genesee County's insurance & liability exposure as it relates to the use of county vehicles, is approved (a copy of the memorandum request and updated Vehicle Operation & Driving for Work Policy being on file with the official records of the October 16, 2024 meeting of the Governmental Operations committee of this Board).

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



03.001: VEHICLE OPERATION & DRIVING FOR WORK POLICY

Effective: xx/xx/yyyy – RES-2024-1184

Purpose:

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

Authority and Responsibility:

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

Application:

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

Definitions:

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



4. **Acceptable Driving History:**

- a. No major violations in the past five (5) years of the following:
 - i. Manslaughter, negligent homicide, or other felony involving the use of a motor vehicle.
 - ii. Operating under the influence of liquor or drugs, DUI, etc.
 - iii. Operating while visibly impaired.
 - iv. Failing to stop and give identification at the scene of a crash.
 - v. Reckless driving
 - vi. Refusal to take a chemical test
 - vii. Fleeing or eluding a police officer
 - viii. Drag racing
 - ix. Failure to yield/show due caution for emergency vehicles
 - x. Driving at 16 mph or more over the legal speed limit
- b. Not more than one violation assigned three (3) points under the Michigan Motor Vehicle Code in the past three (3) years – examples include:
 - i. Careless driving
 - ii. Disobeying a traffic signal or stop sign or improper passing
 - iii. 11-15 mph over the legal speed limit
 - iv. Failure to stop at a railroad crossing
 - v. Failure to stop for a school bus or for disobeying a school crossing guard
- c. Not more than two violations assigned two (2) points under the Michigan Motor Vehicle Code in the past two (2) years – examples include:
 - i. Six (6) to ten (10) mph over the legal speed limit
 - ii. Open alcohol container in vehicle
 - iii. All other moving violations of traffic laws

5. **Unauthorized personnel:** Non-County employees, spouse, dependents, friends, family, and employees with unacceptable driving records.

6. **Hazardous Substance:** Any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions...or physiological deformations in such persons or their offspring.

Policy:

1. **Driver Criteria & Administration:** Employees are expected to drive in a safe and responsible manner and to maintain a good driving record. Risk Management will review county employee motor vehicle records to determine driving record prior to an employee driving a county vehicle. Annually, Risk Management shall acquire employee driving records from the State of Michigan Secretary of State Office to verify status of valid driver's license and acceptable driving history. Contractors or other individuals who are not Genesee County employees, or official County volunteers, are prohibited from the operation of County vehicles, unless expressed in a written contract.



2. Authorized Driver Responsibilities:

- a. Employees must display the highest level of professional conduct while operating a county vehicle.
- b. Employees must have a valid and current driver's license in their possession while operating a county vehicle.
- c. When using a personal vehicle, employee must have current auto insurance while on County business.
- d. Employee must have an acceptable driving history as defined in this Policy.
- e. Employees must take time to familiarize themselves with the county vehicle.
- f. Employees must ensure that both an insurance certificate and vehicle registration are always present in the county vehicle.
- g. Drivers and passengers operating or riding in a county vehicle must always wear seatbelts.
- h. Employees must drive within the legal speed limits, including driving for the road and weather conditions while operating a county vehicle.
- i. Employees must manage their environment to minimize distractions that could negatively affect their ability to drive safely and must comply with the [State of Michigan Distracted Driving Law](#).
- j. No unauthorized personnel are allowed to ride in county vehicles.
- k. Employees must stop after a collision, assess for injuries, and secure the scene.
- l. Drivers are required to always maintain a safe following distance. Drivers should keep a two second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance should be increased to at least four seconds.
- m. Drivers must yield the right of way at all traffic control signals and signs requiring them to do so. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
- n. Drivers must be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, look both ways for oncoming traffic before proceeding.
- o. Employees must notify their supervisor if their driver's license is cancelled, expired, refused, revoked, suspended, restricted, or if they have experienced any other change in status of their driver's license (such as the addition or deletion of endorsements).
- p. Employees must notify their supervisor if they are arrested or cited for a violation of any part of the Michigan Vehicle Code concerning driving while intoxicated or reckless driving.
- q. Employees shall not drive a County Vehicle after there has been a change in status of their driver's license. Proof of reinstatement shall be provided to the supervisor and Risk Manager before driving a County Vehicle.
- r. Employees shall not operate a County Vehicle when their ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.



- s. Employees shall not operate a County Vehicle while under the influence of intoxicants and other drugs (which could impair driving ability). Doing so is sufficient cause for discipline, up to and including termination of employment.
- t. Employees shall not transport any hazardous substances without prior approval from their supervisor and only then in full compliance with relevant regulations.
- u. Employees are responsible for the security of County Vehicles assigned to them. The County Vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
- v. Employees shall report any County Vehicle defects upon returning the vehicle to Motor Pool.
- w. Employees shall comply with all applicable federal, state, and local statutes when operating County Vehicles.

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

- 3. County Vehicle Use Restrictions or Revocation:** Failure to comply with the Acceptable Driving History requirements, as described in this Policy, will result in restriction or revocation of County Vehicle use privileges.
- 4. Accident Procedures:** All employees are required to promptly report all accidents to their immediate supervisor. Reports should be made using the County Motor Vehicle Accident Report form which is available on the Risk Management [website](#) (attached as appendix A). All County Vehicles will include the [Motor Vehicle Accident Reporting Procedures](#) (attached as appendix B) to provide direction to employees involved in motor vehicle accidents.
- 5. Employees Taking County Vehicles Home:** County employees must seek approval from their supervisor prior to taking a County Vehicle home. County employees will be deemed a permissive user by the County as follows:
 - a. County employee must have an Acceptable Driving Record as detailed in this Policy. Risk Management must provide authorization before a County Vehicle can be taken home.
 - b. County employee must follow all Authorized Driver Responsibilities as detailed in this Policy.
 - c. County employee must provide a copy of their driver's license to Risk Management prior to taking vehicle home.
 - d. County employee must provide a copy of their personal automobile insurance policy, including carrier declarations that include unlimited PIP coverage, prior to taking vehicle home. Coverage must be valid/in-force.
 - e. County employee must review, complete, sign, and date a written request as follows: (Request Form Appendix C)
 - i. The County employee will be the only person to operate the County Vehicle.



- ii. The County employee will provide a start date and end date for usage of the County Vehicle.
- iii. The County Employee is to confirm if any other county employees or non-county employees being passengers and description of usage of county vehicle. (I.e. business meeting, location of business meeting, etc.).
- f. Personal use of unmarked law enforcement vehicles is prohibited, unless the officer needs to directly report from home to stakeout or surveillance site, or to an emergency, and if the use is officially authorized.
- g. Personal use of marked county vehicles is prohibited and should not be taken home.

6. IRS Guidelines for Personal Use of County Vehicles: Personal use, as defined by this policy, is a taxable non-cash fringe benefit

- a. Mileage for permitted personal use of vehicles must be reported. The value of using the vehicle for personal reasons will be included in the employee's income and tax withholding.
- b. Personal mileage use must be reported to the Payroll Department December 1st of each year. (Reporting period: *December 1st of the previous year to November 30th of the current year.*)

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

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

County Employee Name (Print) _____

County Employee Signature _____

Date of Signed _____



GENESEE COUNTY

MICHIGAN

Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT		GC CLAIM # RM USE ONLY
SEND ORIGINAL TO RISK MANAGEMENT OFFICE AND COPY TO MOTOR POOL OFFICES WITHIN 24 HOURS OF ACCIDENT PRINT ALL INFORMATION		
COUNTY VEHICLE: CO. VEHICLE NUMBER _____	DATE OF ACCIDENT _____	TIME OF ACCIDENT _____ AM/PM
DRIVER OF CO. VEHICLE _____	DEPARTMENT _____ i.e.: GCARD	ASSIGNED UNIT _____ i.e.: WORK FIRST
PASSENGERS _____	DRIVER'S WORK PHONE # _____	
SPEED AT TIME OF ACCIDENT _____ MPH	TYPE OF ROAD SURFACE _____ PAVED/NON-PAVED	WEATHER CONDITION _____ RAIN, FOG, SNOW, WET, CLEAR ETC.
DRIVER LICENSE # _____	EXPIRATION DATE _____	ON COUNTY BUSINESS YES OR NO _____
CO. VEHICLE YEAR: _____	MAKE: _____	MODEL: _____
VIN # _____	LIC. PLATE # _____	
DAMAGE DONE TO COUNTY VEHICLE _____		
IF THE DRIVER SUFFERED INJURIES IN THIS ACCIDENT, NOTIFY THE SUPERVISOR AND ALSO COMPLETE WC FIRST REPORT OF INJURY AND MEDICAL RELEASE FORM. NOTIFY RISK MANAGEMENT AS SOON AS FEASIBLE: 810-257-2628		
OTHER VEHICLE (S): DRIVER OF OTHER VEHICLE: _____ DRIVER LICENSE # _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ HOME PHONE: _____ BUSINESS OR OTHER PHONE: _____ VEHICLE REGISTERED TO: _____ PHONE #: _____ OWNER ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ INSURANCE COMPANY: _____ POLICY NUMBER: _____ AGENT: _____ PHONE NUMBER: _____ VEHICLE: MAKE: _____ MODEL: _____ YEAR: _____ LICENSE PLATE: _____ DAMAGE TO THIS VEHICLE: _____ DESCRIBE ANY EVIDENCE OF PREVIOUS DAMAGE: _____ IF MORE THAN ONE OTHER VEHICLE, PROVIDE SAME INFORMATION ON SUPPLEMENTAL SHEET		
OTHER PROPERTY DAMAGE OTHER THAN VEHICLE: DESCRIBE DAMAGE: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ OWNER'S NAME: _____ PHONE: _____		
WITNESSES: NAME: _____ ADDRESS: _____ CITY: _____ PHONE: _____ NAME: _____ ADDRESS: _____ CITY: _____ PHONE: _____ NAME: _____ ADDRESS: _____ CITY: _____ PHONE: _____		
DID DRIVER NOTIFY SUPERVISOR: _____	POLICE CALLED: _____	TIME: _____ DATE: _____
WAS REPORT TAKEN: _____	REPORT NUMBER: _____	CITATION ISSUED: _____ TO?: _____



Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT

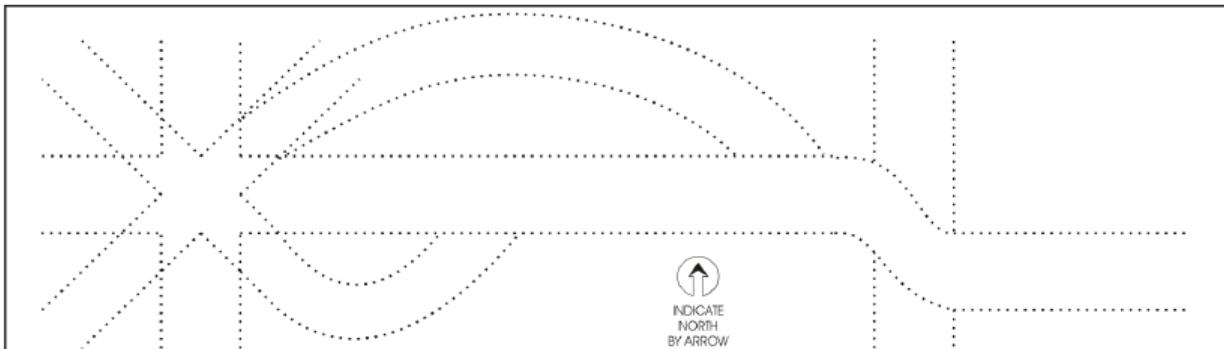
Page 2

EXAMPLE of DIAGRAM for a TYPICAL INTERSECTION ACCIDENT

EXAMPLE ACCIDENT DESCRIPTION: NO. 1 WAS GOING SOUTH ON ADAMS ST. NO. 2 WAS GOING WEST ON MAIN ST. NO. 1 STRUCK THE FRONT REAR SIDE OF NO. 2 AND THEN WENT OVER THE CURB AT THE SOUTHEAST CORNER AFTER STRIKING A PEDESTRIAN. THE PEDESTRIAN WAS CROSSING MAIN ST. FROM THE NORTHEAST CORNER TO THE SOUTHEAST CORNER.

INSTRUCTIONS for LOCATING ACCIDENT and MAKING DIAGRAM

1. WHAT TO SHOW ON DIAGRAM
(A) DIRECTIONS FROM WHICH VEHICLES WERE APPROACHING BEFORE COLLISION; SAME FOR PEDESTRIANS
(B) THE POINT OF COLLISION.
(C) WHERE VEHICLES CAME TO REST AFTER COLLISION.
2. FOLLOW DOTTED LINES TO DRAW OUTLINE OF ROADWAY AT PLACE OF ACCIDENT.
3. NUMBER EACH VEHICLE AND SHOW DIRECTION OF TRAVEL BY ARROW.
4. USE SOLID LINE TO SHOW PATH BEFORE ACCIDENT. → 1
5. SHOW PEDESTRIAN BY → O
6. SHOW RAILROAD BY +-----+



PROVIDE ADDRESS OR INTERSECTION/ROAD DETAIL FOR LOCATION OF INCIDENT/ACCIDENT: _____

GIVE FULL DETAILS OF HOW ACCIDENT OCCURRED. COUNTY VEHICLE SHOULD BE #1: _____

PRINT DRIVER NAME: _____ SIGN DRIVER NAME: _____

PRINT SUPERVISOR NAME: _____ SUPV. SIGNATURE: _____

SUPV. PHONE #: _____ DATE OF REPORT: _____

SEND ORIGINAL TO RISK MANAGEMENT

SEND COPY TO MOTOR POOL

COMPLETE WITHIN 24 HOURS



APPENDIX B

REPORTING PROCEDURES

MOTOR VEHICLE ACCIDENT (MVA)

AUTOMOBILE LIABILITY, COLLISION OR OTHER AUTO PHYSICAL DAMAGE

Revised 9/20/2024

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

IMMEDIATE ACTIONS OF EMPLOYEE AFTER MOTOR VEHICLE ACCIDENT

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



2. Color photograph(s) of the damage to the County owned vehicle must accompany the report. The photo(s) should be labeled with the unit number of the vehicle and the date of the incident. If possible, take photographs of the accident scene and any damages.
 - a. If your department does not have access to a camera, and Motor Pool determines that the vehicle is drivable, the vehicle should be driven to Motor Pool where photographs will be taken by Motor Pool or Risk Management staff.
 - b. If the vehicle is not drivable, Motor Pool must be called to tow the vehicle, notice to Motor Pool and Risk Management must be provided so that photo(s) are obtained.
 - c. Whenever possible, photo(s) of the damage to the other vehicle or property should be taken, labeled and forwarded to Risk Management and Motor Pool.
 - d. If the vehicle is equipped with a dash camera, you must provide the camera footage of the incident/accident to Risk Management.
3. Reports should be submitted to Risk Management and Motor Pool **within two (2) business days of the accident.** For non-Motor Pool vehicles or specialized vehicles, the department is responsible for obtaining 3 estimates. Copies of all estimates should be forwarded to Risk Management. If no repair work appears necessary, indicate this at the top of the MVA report form. However, the vehicle must still be taken to Motor Pool for assessment of drivability. Send final invoices for repairs to Risk Management.

- **Investigation Cooperation of County Employee:** Fully cooperate with investigations conducted by Genesee County or relevant authorities. Do not admit fault or liability at the scene of accident until determined by proper authorities.
- **Follow-Up Procedures:** Keep the supervisor and Risk Manager informed of any developments, including medical treatments and repairs to the County vehicle. Provide any additional information or documentation requested by the County's insurance provider.
- **Consequences of Non-Compliance:** Failure to report a County-owned vehicle accident promptly and accurately may result in disciplinary action, including but not limited to verbal or written warnings, suspension, or termination, depending on the severity and circumstances of the incident.



APPENDIX C

County Vehicle Take Home Request Form

Today's date:

Name of Employee:

Dates of Use:

Passengers:

Description of
vehicle use:

Items to be included with request:

- Valid Driver's License
- Copy of Personal Auto Insurance Policy Declarations

APPROVAL PROCESS: This form must be submitted to Risk Management with supporting documentation at least 5 business days prior to the requested vehicle use date.

Approved by:

Date:



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1224

Agenda Date: 12/4/2024

Agenda #: 2.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Mt. Morris Schools, in an amount not to exceed \$140,000.00, to provide educational services for the Court community educational programs; the term of this contract is from July 1, 2024, through June 30, 2025; the cost of this contract will be paid from account 2920-663.07-801.004

BOARD ACTION REQUESTED:

Approval of entering a contract with Mt. Morris Schools to provide educational services for the Court community educational programs for a period commencing July 1, 2024, through June 30, 2025, whereby Mt. Morris Schools will provide educational services for the Court community educational programs at a cost of \$140,000.00 to be paid from account 2920-663.07-801.004. The services are a part of the approved childcare fund annual plan and budget.

BACKGROUND:

Mt. Morris Schools provides the educational services for the Court community educational programs. The partnership with Mt. Morris Schools began in 2020.

DISCUSSION:

Mt. Morris provides year-round educational services for the Court community educational programs. Services are provided to youth ages 14-18 who have been court ordered to attend the Court community educational program. Mt. Morris Schools partners with Peckham, Inc. to provide a comprehensive educational program that includes educational and vocational services.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract is \$140,000.00 to be paid from account 2920-663.07-801.004. The services are a part of the approved childcare fund annual plan and budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

The IT department has been included in all aspects of planning for educational services to be

provided at the Genesee County Juvenile Justice Center.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, livable, safe communities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Mt. Morris Schools, whereby Mt. Morris Schools will provide educational services for the court community educational programs for the period commencing July 1, 2024, through June 30, 2025, at a cost not to exceed \$140,000.00 to be paid from account 2920-663.07-801.004, is approved (a copy of memorandum request and supporting documentation being on file with the official records of the December 4, 2024 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.

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
The Learning Co-Op

This Amendment is effective July 1, 2024, and is between Genesee County, Michigan (the “County”), a Michigan municipal corporation acting through The Learning Co-Op program whose address is 1309 N. Ballenger Hwy, Flint, Michigan 48504, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the “School District”) (collectively, the County, and the School District together, are referred to as the “Parties”).

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2024 through June 30, 2025, (the “Agreement”), pursuant to which the School District would provide Educational Services to The Learning Co-Op; and

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby for a period of one year ending on June 30, 2025.
2. Effective July 1, 2024, the County shall commence quarterly estimated payments as provided in Paragraph 4. The County shall pay the School District’s quarterly invoices 2024-2025 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year. The annual reimbursement for the extension period is \$140,000.00.
3. The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 students at a time (20 students per day), with a minimum of two teaching staff to be assigned by the School District. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
4. Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

5. Compensation

5.1 At least quarterly, the School District shall provide to the County a budget showing the School District’s projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses.

5.2 The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and the amount of funding the School District receives under Paragraph

5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District. Expenses include, but is not limited to: rent for building, utilities, internet services, cleaning / trash services, food, and transportation.

5. The following Section 7, Termination, is hereby added to the Agreement:

7. **Termination.** Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.

6. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: _____
Mickie Kujat, Superintendent

Date: _____

County of Genesee

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
The Learning Co-Op

This Amendment is effective July 1, 2023, and is between Genesee County, Michigan (the "County"), a Michigan municipal corporation acting through The Learning Co-Op program whose address is 1309 N. Ballenger Hwy, Flint, Michigan 48504, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the "School District") (collectively, the County, and the School District together, are referred to as the "Parties").

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2023 through June 30, 2024, (the "Agreement"), pursuant to which the School District would provide Educational Services to The Learning Co-Op; and

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby for a period of one year ending on June 30, 2024.
2. Effective July 1, 2023, the County shall commence quarterly estimated payments as provided in Paragraph 4. The County shall pay the School District's quarterly invoices 2023-2024 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year.
3. The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 students at a time (20 students per day), with a minimum of two teaching staff to be assigned by the School District. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
4. Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

5. Compensation

5.1 At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses.

5.2 The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and the amount of funding the School District receives under Paragraph

5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District. Expenses include, but is not limited to: rent for building, utilities, internet services, cleaning / trash services, food, and transportation.

5. The following Section 7, Termination, is hereby added to the Agreement:

7. **Termination.** Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.

6. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: Mickie Kujat
Mickie Kujat, Superintendent

Date: 11/30/23

County of Genesee

By: Ellen J. Ellenburg
Board of County Commissioners

Date: 12-5-2023

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
The Learning Co-Op

This Amendment is effective July 1, 2022, and is between Genesee County, Michigan (the "County"), a Michigan municipal corporation acting through The Learning Co-Op program whose address is 1309 N. Ballenger Hwy, Flint, Michigan 48504, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the "School District") (collectively, the County, and the School District together, are referred to as the "Parties").

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2021 through June 30, 2022, (the "Agreement"), pursuant to which the School District would provide Educational Services to The Learning Co-Op; and

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby for a period of one year ending on June 30, 2023.
2. The annual reimbursement for the extension period is \$157,500.00.
3. Effective July 1, 2022, the County shall commence quarterly estimated payments as provided in Paragraph 4. The County shall pay the School District's quarterly 2022-2023 invoices within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year.
4. The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 students at a time (20 students per day), with a minimum of two teaching staff to be assigned by the School District. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
5. At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses. The County shall pay to the School District the difference between the amount budgeted by the School District and the amount of funding the School District receives. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District. Expenses include, but is not limited to: rent for building, utilities, internet services, cleaning / trash services, food, and transportation.
6. Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.

Mt. Morris Consolidated Schools

By:

Mickie Kujat
Mickie Kujat
Superintendent

Date: 10/7/22

County of Genesee

By:

Domonique Clemons
Domonique Clemons, Chairperson
Board of County Commissioners

Date: 10/12/2022

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
Genesee County Juvenile Justice Center

This Amendment is effective July 1, 2022, and is between Genesee County, Michigan (the "County"), a Michigan municipal corporation acting through the Genesee County Juvenile Justice Center ("GCJJC") whose address is 4287 W. Pasadena Avenue, Flint Township, Michigan 48532, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the "School District") (collectively, the County, GCJJC, and the School District together, are referred to as the "Parties").

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2016 through June 30, 2017, (the "Agreement"), pursuant to which the School District would provide Educational Services to GCJJC.; and

WHEREAS, the Parties extended the Agreement with the current extension terminating as of June 30, 2022; and

WHEREAS, the Parties wish to amend the Agreement to provide to extend the Agreement through June 30, 2023.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending on June 30, 2023.
2. The annual reimbursement for the extension period is \$206,000.
3. The County shall commence quarterly estimated payments as provided in Paragraph 4 of this Amendment. The County shall pay the School District's quarterly invoices 2022-2023 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year.
4. The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 youth per group, with a minimum of four teaching staff to be assigned by the School District. If the student count exceeds 48 youth, the School District may assign temporary staff, including substitutes, to fill the staffing need. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
5. At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses. The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and

the amount of funding the School District receives under Paragraph 5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District.

6. Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.
7. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: Mickie Kujat
Mickie Kujat
Superintendent

Date: 10/7/22

County of Genesee

By: Domonique Clemons
Domonique Clemons, Chairperson
Board of County Commissioners

Date: 10/12/2022

CERTIFICATE OF COVERAGE

PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.
	COMPANIES AFFORDING COVERAGE

MEMBER Mt. Morris Consolidated Schools 12356 Walter St Mt. Morris, MI 48458	A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-25040-2025-01	11/13/2024	6/30/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> Garage Liability	PC-25040-2025-01	11/13/2024	6/30/2025	BI & PD COMBINED AGGREGATE	\$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Garage Liability	PC-25040-2025-01	11/13/2024	6/30/2025	PERSONAL INJURY OCCURRENCE	\$1,000,000
A	AUTO PHYSICAL DAMAGE <input checked="" type="checkbox"/> Owned Vehicle <input checked="" type="checkbox"/> Hired/Non-Owned Vehicles	PC-25040-2025-01	11/13/2024	6/30/2025	PERSONAL INJURY AGGREGATE	\$3,000,000
A	EDUCATORS LEGAL LIABILITY/ PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Wrongful Acts <input checked="" type="checkbox"/> Errors & Omissions	PC-25040-2025-01	11/13/2024	6/30/2025	OCCURRENCE	\$6,000,000
A					ANNUAL AGGREGATE	\$6,000,000
A					BI & PD COMBINED SINGLE LIMIT	\$1,000,000
A					HIRED AND NON-OWNED	\$1,000,000
A					OWNED VEHICLES: ACTUAL CASH VALUE	
A					HIRED/NON-OWNED: ACTUAL CASH VALUE UP TO \$150,000	
A					EACH WRONGFUL ACT	\$2,000,000
A					PER COVERAGE YEAR	\$2,000,000

DESCRIPTION Genesee County is added as additional insured under Mt. Morris Consolidated Schools general liability coverage limited to the activities performed by or on behalf of Mt. Morris Consolidated Schools as it represents the districts use of facilities for the Juvenile Justice center education program during the current coverage form term.

CERTIFICATE HOLDER Genesee County 1101 Beach St Flint, MI 48502 Additional Insured	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
---	--

AUTHORIZED REPRESENTATIVE


Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

11/14/2024



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1226

Agenda Date: 12/4/2024

Agenda #: 3.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Mt. Morris Schools, in an amount not to exceed \$100,000.00, to provide educational services at the Genesee County Juvenile Justice Center (GCJJC); the term of this contract is from July 1, 2024, through June 30, 2025; the cost of this contract will be paid from account 2920-356.00-801.028

BOARD ACTION REQUESTED:

Approval of entering a contract with Mt. Morris Schools to provide educational services at the Genesee County Juvenile Justice Center (GCJJC) for a period commencing July 1, 2024, through June 30, 2025, at a cost of \$100,000.00 to be paid from account 2920-356.00-801.028. The services are a part of the approved childcare fund annual plan and budget.

BACKGROUND:

Mt. Morris Schools provides year-round educational services for youth who are court ordered into the secure detention program at the Genesee County Juvenile Justice Center.

DISCUSSION:

Mt. Morris provides year-round educational services for youth who are court ordered into the secure detention program at the GCJJC. In the upcoming fiscal year, educational services will also be provided for the residential program at the GCJJC. Mt. Morris Schools partners with Peckham, Inc. to provide a comprehensive educational program that includes educational and vocational services.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract is \$100,000.00 to be paid from account 2920-356.00-801.028. The services are a part of the approved childcare fund annual plan and budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

The IT department has been included in all aspects of planning for educational services to be

provided at the Genesee County Juvenile Justice Center.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, livable and safe communities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Mt. Morris Schools, whereby Mt. Morris Schools will provide educational services at the Genesee County Juvenile Justice Center for the period commencing July 1, 2024, through June 30, 2025, at a cost not to exceed \$100,000.00 to be paid from account 2920-356.00-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the December 4, 2024 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.

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
Genesee County Juvenile Justice Center

This Amendment is effective July 1, 2024, and is between Genesee County, Michigan (the “County”), a Michigan municipal corporation acting through the Genesee Valley Regional Center (“G.V.R.C.”) whose address is 4287 W. Pasadena Avenue, Flint Township, Michigan 48532, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the “School District”) (collectively, the County, G.V.R.C., and the School District together, are referred to as the “Parties”).

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2016 through June 30, 2017, (the “Agreement”), pursuant to which the School District would provide Educational Services to G.V.R.C.; and

WHEREAS, the Parties extended the Agreement to cover the years 2017-2018, 2018-2019, 2019-2020, with the current extension terminating as of June 30, 2024; and

WHEREAS, the Parties wish to amend the Agreement to provide further clarity in staffing and payment terms and to extend the Agreement through June 30, 2025.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending on June 30, 2025.
2. Effective July 1, 2024, the County shall commence quarterly estimated payments as provided in Paragraph 4 of this Fourth Amendment. The County shall pay the School District’s quarterly invoices 2024-2025 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year. The annual reimbursement for the extension period is \$100,000.00.
3. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 3.1 The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 12 youth per group, with a minimum of four teaching staff to be assigned by the School District. If the student count exceeds 48 youth, the School District may assign temporary staff, including substitutes, to fill the staffing need. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
4. Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

5. Compensation

5.1 At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses.

5.2 The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and the amount of funding the School District receives under Paragraph 5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District.

5. The following Section 7, Termination, is hereby added to the Agreement:

7. **Termination.** Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.

6. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: _____
Mickie Kujat, Superintendent

Date: _____

County of Genesee

By: _____
James Avery, Chairperson
Board of County Commissioners

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 Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the "School District") (the County and the School District together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **July 1, 2023**, and shall be effective through **June 30, 2024** (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

The primary source of funding for the educational services at the Genesee County Juvenile Justice Center is State Foundation grants and other grants received by Mt. Morris Consolidated Schools and is based on students counts done twice per year. Any remaining costs will be paid by the County.

3.1 At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses.

3.2 The County shall pay to the School District the difference between the amount budgeted by the School District under Section 3.1 and the amount of funding the School District obtains from other grants received. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District.

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.

8.5 Conveyance to the County

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

9. Nondiscrimination

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

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The

Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement have and maintain workers compensation as required by State law, and general liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit,

issued from a company licensed to do business in the State of Michigan having an AM Best rating of at least A-. The policy shall name Genesee County, all employees, elected and appointed officials and volunteers as additional insureds. 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.

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.

14.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

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

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

14.2 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:

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

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

14.3 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

MT. MORRIS CONSOLIDATED SCHOOLS

COUNTY OF GENESEE

By: Mickie Kujat
Mickie Kujat
Superintendent

Date: November 16, 2023

By: Ellen Ellenburg
Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: 12-5-2023

EXHIBIT A **Description of the Services**

The School District will provide educational services to youth at the Genesee County Juvenile Justice Center (GCJJC) through the District's Alternative Education Program. Instructional services will be provided throughout the Initial Term and any Extension Terms.

School District staff will develop individualized educational plans in a format that is acceptable to the District.

The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 youth per group, with a minimum of four teaching staff to be assigned by the School District. The County shall provide staff for each classroom for security and to implement behavioral and treatment plans for the students.

The School District will be responsible for supervision of all teaching staff assigned to the facility. The Center Director will consult with the School District management to discuss teacher performance and conduct where appropriate.

The Center Director has the right to object to any teacher or other staff assigned by the School District. An objection must be submitted in writing to the Superintendent of the School District and must state the grounds for the objection. If the Center Director reasonably determines that the teacher or other staff member poses a threat to the safety of any resident of the facility, the teacher or other staff shall be removed from the facility immediately upon notice of the objection by the Director pending decision of the School District. The School District shall replace a removed teacher or other staff within 10 business days.

The County will assist in the collection of information regarding students for instructional and funding purposes.

The School District and the Director will communicate on a regular basis regarding the educational services and the needs of the students. Concerns regarding educational services or students will be communicated to respective administrative staff, the Director, and the School Superintendent.

The School District and the Director will jointly be responsible for scheduling, school supplies, student records and attendance records.

The County will provide classroom space for the educational services and will be responsible for all utilities and maintenance costs associated with the classrooms.

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
Genesee County Juvenile Justice Center

This Amendment is effective July 1, 2022, and is between Genesee County, Michigan (the “County”), a Michigan municipal corporation acting through the Genesee County Juvenile Justice Center (“GCJJC”) whose address is 4287 W. Pasadena Avenue, Flint Township, Michigan 48532, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the “School District”) (collectively, the County, GCJJC, and the School District together, are referred to as the “Parties”).

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2016 through June 30, 2017, (the “Agreement”), pursuant to which the School District would provide Educational Services to GCJJC.; and

WHEREAS, the Parties extended the Agreement with the current extension terminating as of June 30, 2022; and

WHEREAS, the Parties wish to amend the Agreement to provide to extend the Agreement through June 30, 2023.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending on June 30, 2023.
2. The annual reimbursement for the extension period is \$206,000.
3. The County shall commence quarterly estimated payments as provided in Paragraph 4 of this Amendment. The County shall pay the School District’s quarterly invoices 2022-2023 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year.
4. The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 10 youth per group, with a minimum of four teaching staff to be assigned by the School District. If the student count exceeds 48 youth, the School District may assign temporary staff, including substitutes, to fill the staffing need. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
5. At least quarterly, the School District shall provide to the County a budget showing the School District’s projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses. The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and

the amount of funding the School District receives under Paragraph 5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District.

6. Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.
7. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: _____

Mickie Kujat
Superintendent

Date: _____

County of Genesee

By: _____

Domonique Clemons, Chairperson
Board of County Commissioners

Date: _____

CERTIFICATE OF COVERAGE

PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.
	COMPANIES AFFORDING COVERAGE

MEMBER Mt. Morris Consolidated Schools 12356 Walter St Mt. Morris, MI 48458	A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-25040-2025-01	11/13/2024	6/30/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> Garage Liability	PC-25040-2025-01	11/13/2024	6/30/2025	BI & PD COMBINED AGGREGATE	\$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Garage Liability	PC-25040-2025-01	11/13/2024	6/30/2025	PERSONAL INJURY OCCURRENCE	\$1,000,000
A	AUTO PHYSICAL DAMAGE <input checked="" type="checkbox"/> Owned Vehicle <input checked="" type="checkbox"/> Hired/Non-Owned Vehicles	PC-25040-2025-01	11/13/2024	6/30/2025	PERSONAL INJURY AGGREGATE	\$3,000,000
A	EDUCATORS LEGAL LIABILITY/ PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Wrongful Acts <input checked="" type="checkbox"/> Errors & Omissions	PC-25040-2025-01	11/13/2024	6/30/2025	OCCURRENCE	\$6,000,000
A					ANNUAL AGGREGATE	\$6,000,000
A					BI & PD COMBINED SINGLE LIMIT	\$1,000,000
A					HIRED AND NON-OWNED	\$1,000,000
A					OWNED VEHICLES: ACTUAL CASH VALUE	
A					HIRED/NON-OWNED: ACTUAL CASH VALUE UP TO \$150,000	

DESCRIPTION Genesee County is added as additional insured under Mt. Morris Consolidated Schools general liability coverage limited to the activities performed by or on behalf of Mt. Morris Consolidated Schools as it represents the districts use of facilities for the Juvenile Justice center education program during the current coverage form term.

CERTIFICATE HOLDER Genesee County 1101 Beach St Flint, MI 48502 Additional Insured	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE


Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

11/14/2024



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1280

Agenda Date: 12/4/2024

Agenda #: 4.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Easterseals of Michigan, in an amount not to exceed \$100,000.00, to provide intensive family support services; the term of this contract is from January 1, 2025, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-801.000

BOARD ACTION REQUESTED:

Circuit Court Family Division is requesting approval of a contract between Genesee County and Easterseals of Michigan, in an amount not to exceed \$100,000.00, to provide intensive family support services; the term of this contract is from January 1, 2025, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-801.000

BACKGROUND:

Easter Seals of Michigan (ESM) will provide intensive family support services to families in child protective proceedings where a neglect complaint or petition have been filed with the Court.

DISCUSSION:

Easter Seals of Michigan (ESM) social workers will support to families and/or youth who have demonstrated issues in substance use, mental health, improper housing, poor school attendance, poor parenting skills, poor relationship skills, lack of participation in parenting time, and lack of participation in court hearings. The social workers will not only provide a referral to community resources but will assist parents in accessing community resources. The program will help parents and youth obtain the services identified in their probation case plan or parent/agency treatment plan.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The term of this contract is from January 1, 2025, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-801.000

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe and livable 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 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Easterseals of Michigan, whereby Easterseals of Michigan will provide intensive family support services to families in child protective proceedings, at a cost not to exceed \$100,000.00 to be paid from account 2920-664.00-801.000, for the period commencing January 1, 2025, through September 30, 2025, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the December 4 , 2024 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.

Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2610122-015

Additional Insured

Genesee County
1101 Beach St
Flint, MI 48502-1428

CG2026 - General Liability

Additional Insured

Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College
3810 W Lakeshore Dr
Baton Rouge, LA 70808-4600

CG2026 - MI - Loc #14

Additional Insured

1685 Baldwin LLC
A Michigan Limited Liability Company
2135 Langham Dr
West Bloomfield, MI 48323-3845

CG2026 - MI - Loc #12

Additional Insured

Alliance Catholic Credit Union
C/O Commercial Alliance
ISAOA/ATIMA
PO Box 5232
Norwell, MA 02061-5232

CG2026 - MI - Loc #12



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/10/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Eon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	INSURER A: Philadelphia Indemnity Insurance Company	18058
Easter Seals MORC Healthcare, Inc 2399 W. Walton Blvd Auburn Hills MI 48326 USA	INSURER B: Accident Fund General Insurance Company	12304
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERS **CERTIFICATE NUMBER:** 570102091255 **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.

Limits shown are as requested

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 type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			PHPK2610122015	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> 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			PHPK2610122015	10/01/2024	10/01/2025	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"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB884329015	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N / A	AFWCP100098810	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> E.L. EACH ACCIDENT <input checked="" type="checkbox"/> E.L. DISEASE-EA EMPLOYEE <input checked="" type="checkbox"/> E.L. DISEASE-POLICY LIMIT	<input checked="" type="checkbox"/> OTHER \$500,000 \$500,000 \$500,000
A	<input checked="" type="checkbox"/> E&O - Professional Liability - Primary			PHPK2610122015	10/01/2024	10/01/2025	Aggregate Limit	\$3,000,000
	Claims Made							

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

RE: RFP Bid# 19-206 - Title: Diversion Program, RFP Bid# 19-207 - Title: Violence Prevention Program. Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Genesee County Attn: Risk Management 1101 Beach St. Flint MI 48502 USA	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 

Holder Identifier :

Certificate No : 570102091255



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 **Easter Seals of Michigan, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326**, (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

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

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$100,000.00.

4. Taxes.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from

any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

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

13. Identity Theft Prevention

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

14. Insurance Requirements and Indemnification

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

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

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

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

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

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

14.1 Insurance Certificate and Additional Insured Coverage

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

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

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

- 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.
- An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

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

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

14.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

EASTER SEALS OF MICHIGAN

COUNTY OF GENESEE

By: _____

Juliana Harper
Senior Vice President/
Chief Program Officer

Date: _____

By: _____

James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A
Description of the Services

Social workers will support families and/or youth involved in child protective proceedings where a petition has been filed or the school has referred the family to the program, and the family has demonstrated issues in substance use, mental health, improper housing, poor school attendance, poor parenting skills, poor relationship skills, lack of participation in parenting time, and lack of participation in court hearings. The social workers will not only provide a referral to community resources but will assist parents in accessing community resources. The program will help parents and youth obtain the services identified in their probation case plan or parent/agency treatment plan. The social workers may help complete housing applications, complete intakes for mental health treatment, provide transportation to parenting time, provide transportation to court hearings, attend court hearings as an advocate for parent or youth, help gain access to court-ordered services, obtain necessities to facilitate a return home of their children, or work with the schools to remove any barriers to school attendance. Social Workers should work 40 hours per week and must be available during normal business hours. If required, Social Workers should make themselves available outside of regular business to meet the needs of the client. All youth and families within this program are subject to intensive, weekly face to face contact. Weekly contacts should take place in the home or in the community. Families are monitored by staff who will carry no more than a 1:20 caseload ratio. The social workers will have to work in collaboration with a support team that may include the probation officer, school attendance liaison, the DHHS worker, the parent, parents' attorneys, the child's attorney, or other service providers to achieve the following goals: 1. Increase parent engagement in the court process and attendance at court proceedings 2. Increase parent or youth participation in services 3. Increase involvement in parent-child visitation 4. Accelerate reunification 5. Decrease recidivism 6. Avoid further justice involvement 7. Decrease time for parents to achieve permanency and reunification.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1281

Agenda Date: 12/4/2024

Agenda #: 5.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Rhonda Ihm, Family Division Administrator

RE: Approval of FY25 contract with Easterseals Michigan whereby Easterseals Michigan will provide a Mental Health Professional at a cost of \$115,243.03 to be paid from account 2980-649.00-801.028

BOARD ACTION REQUESTED:

Approval of contract with Easterseals Michigan whereby Easterseals Michigan will provide a Mental Health Professional at a cost of \$115,243.03 to be paid from account 2980-649.00-801.028. The services are a part of the approved grant budget.

BACKGROUND:

The purpose of the racial and ethnic disparities reduction grant program is to provide local jurisdictions with funding to support the implementation and evaluation programs/initiatives with the aim of reducing racial & ethnic disparities at the arrest decision point in their community. Our proposed diversion program will use a Collaborative Crisis Intervention approach with Mt. Morris School District. The School Resource Officer/Police Officer and a mental health professional (MHP) will work together to respond to any school-based offense that requires law enforcement involvement. In every incident in which the SRO is considering arresting and charging a student, the SRO would refer the student to the MHP and the youth will be assessed and referred to supportive/restorative services in lieu of being arrested and charged.

DISCUSSION:

Permission to accept the REDC grant was given by resolution #2024-1282. The court will contract with Easterseals Michigan to provide a Mental Health Professional who will work together with the SRO to respond to any school-based offense that requires law enforcement involvement.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract is \$115,243.03 to be paid from account 2980-649.00-801.028. The services are a part of the approved grant budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The services will be provided by Easterseals Michigan.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Easterseals Michigan, whereby Easterseals Michigan will provide a Mental Health Professional for the racial & ethnic disparities reduction grant program to support the goal of reducing racial and ethnic disparities at the arrest-decision point in the community, for the period commencing October 1, 2024, through September 30, 2025, at a cost not to exceed \$115,243.03 to be paid from account 2980-649.00-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4 , 2024 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.

GRANT SUBRECIPIENT PROFESSIONAL SERVICES CONTRACT

This Grant Subrecipient 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 Easter Seals of Michigan, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326, (the "Contractor") (the County and the Contractor together, the "Parties").

RECITALS

WHEREAS, there is evidence that there are Racial and Ethnic Disparities (R/ED) at the arrest decision point in communities; and

WHEREAS, the Contractor has demonstrated its interest and ability to assist the County in reducing R/ED in the community; and

WHEREAS, the County has entered into an Agreement with the federal funds awarding agency, the Michigan Department of Health and Human Service (MDHHS), which authorizes the County to subcontract for the provision of the R/ED reduction services; and

WHEREAS, the Federal Award Date is October 1, 2024; and

WHEREAS, the Federal Award Identification Number (FAIN) E20254520-00 and

WHEREAS, the CFDA Number is 16.540; and

WHEREAS, the Contractor, understands and acknowledges that this is a subrecipient award pursuant to 2 CFR § 200.332 and that Contractor is a subrecipient that must comply all federal regulations in relation to this Agreement and the awarding agreement between MDHHS and the County; and

WHEREAS, the Parties agree that this is not a research and development project; and

WHEREAS, the Contractor/Subrecipient's Unique Entity Identifier is YLQ1H3JSN3R8; and

WHEREAS, the Administration of the agreement between the County and MDHHS is handled on behalf of the County by Jessica Clemens, Financial Officer, jclemens@geneseecountymi.gov; (810) 237-6121 and on behalf of MDHHS by Derrick McCree, mc creed@michigan.gov , (989) 498-1705; and

NOW, THEREFORE, the County and the Subrecipient Contractor agree as follows:

1. Term

1.1 Initial Term

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

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 \$115,243.03. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit B (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term. The amount of federal funds obligated by this action is \$115,243.03, which is a portion of the \$ 218,356.00 total amount of the funds allocated to the County by MDHHS. The County has not committed any additional funds from this federal award to this Subrecipient Contractor.

The underlying Grant Agreement between the County and MDHHS provides that "The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014." However, indirect costs are not applicable to the services provided in this agreement.

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

5. Contract Administrator

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

The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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.

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual 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.

10. Freedom of Information Act

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

11. Audit Rights Pursuant to 2 CFR §200.332

11.1 Certification of Accurate Information

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

11.2 Inspection

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

11.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract, compliance with 2 CFR §200.332, and any other applicable laws and regulations relating to grant compliance. Because this Contract is funded or supported with state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may also examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.4 Records Retention

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

12. Identity Theft Prevention

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

13. Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts usually maintained by businesses and keep such insurance coverage in force throughout the life of this Contract.

13.1 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.

14. Independent Contractor

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

15. General Provisions

15.1 Entire Contract

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

15.1.1. The Contract – This Professional Services Contract

15.1.2. Exhibit A – The Scope of Work

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

15.2 No Assignment

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

15.3 Modification

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

15.4 Binding Effect

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

15.5 Headings

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

15.6 Governing Law and Venue

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

15.7 Subpoena Power

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

15.8 Severability and Survival

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

15.9 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.

EASTERSEALS MICHIGAN

COUNTY OF GENESEE

By:_____

Juliana Harper
Chief Program Officer/Senior Vice President

Date:_____

By:_____

James Avery, Chairperson
Board of County Commissioners

Date:_____

EXHIBIT A

Description of the Services

Racial and Ethnic Disparities Reduction Competitive Grant

Easterseals will provide a mental health professional (MHP) who will work together to respond to any school-based offense that requires law enforcement involvement. SRO would refer the student to the MHP to become involved in the Collaborative Crisis Intervention Diversion program. To be eligible for the proposed diversion program, a student must be involved in a school-based offense that would typically result in an arrest or court petition.

The Diversion Program involves the MHP conducting an anti-racist and trauma informed assessment to guide the development of a culturally responsive case management plan. The MHP will administer the Youth Level of Service/Case Management Inventory. The MHP will administer the Massachusetts Youth Screening Instrument assesses youth's mental health needs. Protective Factors for Reducing Juvenile Reoffending will be used to assess youth's individual, familial, and community strengths so that case management incorporates enhancing existing assets and relationships.

The MHP will create a final report that includes the assessment results, case management goals, service referrals, and a 6-week follow-up plan. Within 10 days of the incident, the MHP will schedule a meeting with the student, parent, victim and their parent, and the SRO to discuss the MHP's assessment and SRO's investigation results to determine whether the student should be charged. To avoid formal charges, the student must accept responsibility for their involvement in the incident and commit to completing the case management goals within 10 weeks.

At the end of the 6th week, the MHP will contact the relevant service partners to get an update on the students' progress. If the student has met their goals, it will be noted a successful completion. If it is determined that the student is not making progress, a meeting with the student, parent, and MHP will be scheduled within two weeks to facilitate getting the student on track to succeed. At this time the student will be granted a 4-week extension to complete the case management goals. If the student does not meet the goals, it will be considered an unsuccessful completion and the student will be at risk of being formally charged.

EXHIBIT B
 Easterseals Michigan Proposal MSU Racial and Ethnic Disparities

Costs:

Position Salary - Intensive Case Manager	1	\$50,945.42	\$50,945.42
Position Salary - Supervisor (1 of 8 supervised)	1	\$64,469.81	\$8,058.73
Position Salary - Project Director (1 Hour per week)	1	\$83,404.55	\$2,085.11
On-call stipend	1	1320.02	\$1,320.02
Total Salary			\$62,409.28

Plus Fringe Benefits	40%	\$24,963.71	
Total Salary and Fringes			\$87,372.99

Plus Overhead	15%	\$13,105.95	
Plus Admin.	8%	\$6,989.84	
Total Admin. And Overhead			\$20,095.79

Transportation:

Mileage Reimbursement	5,750	\$0.655	\$3,766.25
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Equipment:

Laptop Computer	1	\$2,100.00	
Cell Phone (\$54/mth)	1	\$648.00	
Total Equipment			\$2,748.00

Total Annual Cost for Workers			\$113,983.03
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Bus Passes for Families	720	\$1.75	\$1,260.00
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Total All-Inclusive Cost			\$115,243.03
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Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2610122-015

Additional Insured

Genesee County
1101 Beach St
Flint, MI 48502-1428

CG2026 - General Liability

Additional Insured

Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College
3810 W Lakeshore Dr
Baton Rouge, LA 70808-4600

CG2026 - MI - Loc #14

Additional Insured

1685 Baldwin LLC
A Michigan Limited Liability Company
2135 Langham Dr
West Bloomfield, MI 48323-3845

CG2026 - MI - Loc #12

Additional Insured

Alliance Catholic Credit Union
C/O Commercial Alliance
ISAOA/ATIMA
PO Box 5232
Norwell, MA 02061-5232

CG2026 - MI - Loc #12



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/10/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Eon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	INSURER A: Philadelphia Indemnity Insurance Company	18058
Easter Seals MORC Healthcare, Inc 2399 W. Walton Blvd Auburn Hills MI 48326 USA	INSURER B: Accident Fund General Insurance Company	12304
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERS **CERTIFICATE NUMBER:** 570102091255 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L 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 type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2610122015	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> 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			PHPK2610122015	10/01/2024	10/01/2025	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB884329015	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	AFWCP100098810	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE-EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE-POLICY LIMIT	<input type="checkbox"/> OTH- ER \$500,000 \$500,000 \$500,000
A	<input checked="" type="checkbox"/> E&O - Professional Liability - Primary			PHPK2610122015	10/01/2024	10/01/2025	Aggregate Limit	\$3,000,000
				Claims Made				

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

RE: RFP Bid# 19-206 - Title: Diversion Program, RFP Bid# 19-207 - Title: Violence Prevention Program. Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Genesee County Attn: Risk Management 1101 Beach St. Flint MI 48502 USA	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
	

Holder Identifier :

Certificate No : 570102091255





Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1314

Agenda Date: 12/4/2024

Agenda #: 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County and Vienna Township, in the amount of \$1,353,421.10, to provide policing and school resource officer services; the term of this agreement is from January 1, 2025 through December 31, 2025; the budget for this agreement is attached

BOARD ACTION REQUESTED:

The approval to accept the contract agreement for Enforcement Services between the County of Genesee, The Office of Genesee County Sheriff, and the Charter Township of Vienna.

BACKGROUND:

This agreement ensures that the Sheriff's Office will provide police protection and enforce local township ordinances within the Township of Vienna's geographical area. This protection includes seven (7) full-time police deputies, one (1) full-time Lieutenant to provide road patrol and investigative services and two School Resource Officers to provide police protection and related law enforcement services for the Clio Area School District,

DISCUSSION:

This contract would be effective January 1, 2025, through December 31, 2025, in the amount of \$1,141,555.86 for road patrol and \$211,865.24 for the school resource officers with the option to extend for two (2) one-year terms

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the general fund to cover the cost of this contract. All services provided will be covered at the cost of The Township of Vienna in the amount of \$1,353,421.10 to be accounted for in fund 2851.

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 the Township of Vienna, whereby the Sheriff's Office will provide both (1) police protection services for the Township and (2) police protection and related law enforcement services for the Clio Area School District, at a total cost to the Township of \$1,353,421.10 to be deposited into account #2851, for the term commencing January 1, 2025, through December 31, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and both the Sheriff and the Chairperson of this Board are authorized to execute the agreement on behalf of Genesee County.

**AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND THE CHARTER TOWNSHIP OF VIENNA**

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF VIENNA**, acting through its Board of Trustees, 3400 West Vienna Road, Clio, Michigan 48420 (the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the Township and to enforce local Township ordinances and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township is 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 **January 1, 2025, through December 31, 2025**;

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 has 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. 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. The Sheriff further agrees to assign two School Resource Officers to provide police protection and related law enforcement services for the Clio Area School District.
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 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 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 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 **January 1, 2025, and ending December 31, 2025**, 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 cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed **\$1,141,555.86** for the road patrol officers and **\$211,865.24** for the School Resource Officers for calendar year January 1, 2025, to December 31, 2025 (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 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 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 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. The County agrees to provide an explanation of the increase in cost to the Township, 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 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, for the actual time period that officer is on assignment to the Township. The Township will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township. The County will bill the Township 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 the Township.
- (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 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 the Township 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. The police protection shall be as follows: Seven (7) full-time police deputies and one (1) fulltime Lieutenant to provide patrol and investigative services as agreed upon between the Township and the Sheriff; and one (1) full-time School Resource Officer (SRO) to be assigned to the Clio Area School District. The full time SRO will provide road patrol coverage for the Township when school is not in session.

A second School Resource Officer (SRO) will be assigned to the Clio School District for the school year. The second SRO will not be assigned to any road patrol duties within the Township when school is not scheduled to be in session. The second SRO and the costs associated with the position will be reassigned to a separate division when school is on a scheduled break.

See Appendix (A)

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. The Sheriff's Office agrees to assign two Genesee County Sheriff's Deputies to the School District 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")

The deputies assigned to the school district shall not be involved in enforcing school disciplinary matters."
18. 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 law in the event that Township fails to abide by the terms of this Agreement.
- (j) 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, 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: James Avery, Chairperson

Date: _____



BY: Christopher R. Swanson, Sheriff

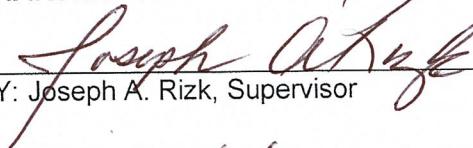
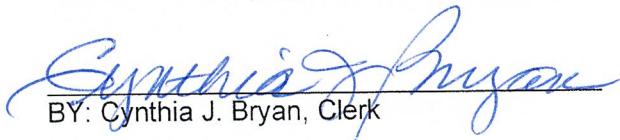
Date: _____



CHARTER TOWNSHIP OF VIENNA

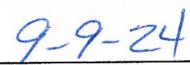
BY: Joseph A. Rizk, Supervisor

Date: _____


9/9/24

BY: Cynthia J. Bryan, Clerk

Date: _____


9-9-24

Vienna Township
Service Dates 11/1/25-12/31/25

<u>Account Name</u>	<u>Patrol Budget</u>	<u>Full-time SRO Budget</u>	<u>School YR SRO Budget</u>	<u>Total Contract Cost Budget</u>
Lt Snyder and 7 Deputies				
Salary Permanent	517,431.34	63,113.98	49,504.68	630,049.98
Salary Overtime	35,000.00	2,500.00	2,500.00	40,000.00
Salary Premium	5,000.00	800.00	700.00	6,500.00
Longevity	8,608.45			8,608.45
Salaries Total	566,039.79	66,413.98	52,704.68	685,158.44
Social Security	43,302.04	5,325.47	3,787.11	52,414.62
Medical Insurance	66,968.16	21,007.88	11,658.82	99,634.66
Optical Insurance	629.76	129.72	75.32	834.80
Dental Insurance	6,583.88	815.00	638.60	8,037.48
Life Health Insurance	4,322.51	524.08	410.65	5,257.25
Retirement	188,273.91	6,961.40	4,950.47	200,185.78
Workers Compensation	8,490.60	1,044.21	742.57	10,277.38
Unemployment	1,132.08	139.23	99.01	1,370.32
Post-Retirement Benefits	45,123.32	2,600.00	2,037.26	49,760.58
Vacation Contract Payout	35,000.00	3,000.00	2,000.00	40,000.00
Fringes Total	389,826.27	41,546.79	26,399.80	467,772.86
Training	2,500.00	400.00	400.00	3,300.00
Supplies	3,619.80	1,000.00	1,000.00	5,619.80
Copier Charges		250.00	250.00	500.00
Laundry Robes Uniforms	7,500.00	2,000.00	1,500.00	11,000.00
Motor Pool Charges	128,000.00	10,000.00	8,000.00	146,000.00
Governmental Service Fee (CSA)	34,070.00			34,070.00
Other Non-Personnel Exp. Total	175,689.80	13,650.00	11,150.00	200,489.80
Expense Total	1,141,555.86	121,610.76	90,254.48	1,353,421.10



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1419

Agenda Date: 12/4/2024

Agenda #: 7.

To: Board of County Commissioners

From: Jay Parker, Animal Control Director

RE: Department name change to Genesee County Animal Care center.

BOARD ACTION REQUESTED:

Looking for approval to change the name of Genesee County's Animal control to Genesee County Animal Care Center.

BACKGROUND:

Genesee County's Animal Control (GCAC) has fought the stigma of being the dog pound/ Animal Control for years. Historically this was the department where animals were brought to be euthanized and incinerated. This was the end for tens of thousands of Genesee Country animals. The stigma started in the early 1900s for dog pounds and Animal Controls for the cruel archaic practices done before humane euthanasia took place.

DISCUSSION:

Since 2015 Genesee County, with the backing of the county commission and our residents, has turned GCAC into so much more than the stereotypical dog pound. GCAC has become a place of hope and animal care. We are here to assist residents with education and shot clinics, we offer a food pantry when we have food available. We provide straw for residents that have outside animals to keep them healthy and warm. We offer resources and information to residents about where to find additional help if needed. Our save rate is as good or better than any local shelter in the area, keeping us in a no kill status. This allows us to apply for grants that helps to offset the cost of our operations. Our current staff is what makes our shelter great. They truly care about these animals. Our current name carries the weight of the negativity of our old practices. We are eager to remove that weight, even symbolically, to change the perception of the public of who we are and what we do. We have taken great strides forward in caring for the animal's welfare and I believe our new name should reflect this. Respectfully, we would like to officially rename our facility **Genesee County Animal Care Center**.

IMPACT ON HUMAN RESOURCES:

No real impact on Human resources

IMPACT ON BUDGET:

Impact on the cost to change the name on the building and over time the documents along with

business cards patches for uniforms and door sticker.

IMPACT ON FACILITIES:

No real changes

IMPACT ON TECHNOLOGY:

Need to update web pages and documents

CONFORMITY TO COUNTY PRIORITIES:

I believe this change will help in being recognized and showcase the excellent work that GCAC employees and volunteers do at GCAC

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 Animal Control Director to authorize renaming the department from Genesee County Animal Control to the Genesee County Animal Care Center is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Governmental Operations committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1479

Agenda Date: 12/4/2024

Agenda #: 8.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of an agreement between Genesee County and Cole Williams, LLC., in an amount not to exceed \$55,000, to provide the Parent Network Support series at Genesee County's Juvenile Justice Center; the term of this agreement is January 1, 2025 through December 31, 2025; the cost of this agreement is budgeted and will be paid from account 2920-663.07-801.000

BOARD ACTION REQUESTED:

Approval of entering a contract with Cole Williams to provide the Parent Support Network parenting series at the Genesee County Juvenile Justice Center for a period commencing January 1, 2025 through December 31, 2025, at a cost of \$55,000.00 to be paid from account 2920-663.07.801.000. The services are a part of the approved childcare fund annual plan & budget.

BACKGROUND:

Cole Williams is a former foster parent and adoptive dad of eight sons. Cole knows the challenges that parents can face when trying to navigate the juvenile justice system. For the past 15 years, Cole has successfully walked alongside youth, families, and systems to achieve improved outcomes for all. He currently works directly with juvenile justice systems from across the State to provide parenting education and youth/family engagement strategies. Mr. Williams was appointed by Governor Gretchen Whitmer in 2021 to serve on the Michigan Juvenile Justice Reform Task Force and was recently appointed to serve on the Michigan Committee on Juvenile Justice.

DISCUSSION:

The Parent Support Network parent sessions are facilitated by a session leader that has prior experience conducting workshops with system-involved families. Sessions will focus on family communication skills, family management skills, teaching teens skills, and parent stress management. The Parent Support Network meets for a 90-minute session one day a week for a duration of 10 weeks. Families who complete the series will be invited to join a network of lived-experience parents who have successfully navigated the Juvenile Justice system through a virtual platform. The goal is to create a family-centered approach where parents across Michigan share their lived experiences and can be utilized as system professionals for family engagement strategies in the juvenile justice system.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract is \$55,000.00 to be paid from account 2920-663.07.801.000. The services are a part of the approved childcare fund annual plan & budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The services are provided by Cole Williams, LLC.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Cole Williams, LLC, whereby Cole Williams will provide the Parent Support Network parenting services at the Juvenile Justice Center for the term commencing January 1, 2025, through December 31, 2025, at a cost not to exceed \$55,000.000 to be paid from account 2920-663.07.801.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT	
	NAME: PHONE (A/C, No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			P101.846.488.2	05/03/2024	05/03/2025	EACH OCCURRENCE	\$ 1,000,000				
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000										
	MED EXP (Any one person)	\$ 5,000										
	PERSONAL & ADV INJURY	\$ 0										
	GENERAL AGGREGATE	\$ 2,000,000										
	PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.										
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:												
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED 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"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$				
	DED <input type="checkbox"/> RETENTION \$									AGGREGATE	\$	
											\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A								PER STATUTE	OTHR-
							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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2024

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

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PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hiscox Insurance Company Inc	10200	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$	
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS		BODILY INJURY (Per accident)	\$	
	HIRED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB			OCCUR			EACH OCCURRENCE	\$	
	EXCESS LIAB			CLAIMS-MADE			AGGREGATE	\$	
	DED	<input type="checkbox"/>	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHR-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N	N / A			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$		
A	Professional Liability			P101.846.487.2	05/03/2024	05/03/2025	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)

CERTIFICATE HOLDER

CANCELLATION

Genesee County
1101 Beach St.
Flint, MI 48502

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

AUTHORIZED REPRESENTATIVE

PROFESSIONAL SERVICES CONTRACT

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

1. Term

1.1 Initial Term

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

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

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

4. Taxes.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

8.5 Conveyance to the County

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

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment,

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

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

14. Insurance Requirements and Indemnification

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

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

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

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

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

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

14.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

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

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

14.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

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

16.10 Remedies

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

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

COLE WILLIAMS MEDIA LLC

COUNTY OF GENESEE

By: _____
Cole Williams
Chief Executive Officer

Date: _____

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A
Description of the Services
PARENTING SERIES

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

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

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

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

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

Curriculum Content:

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

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

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

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

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

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

Billing/Invoice:

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

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

Billing invoice shall include the following:

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