

**AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND HURLEY MEDICAL CENTER**

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and **HURLEY MEDICAL CENTER**, whose principal place of business is located at One Hurley Plaza, Flint, MI 48503 ("Hurley") (the County, Sheriff, and Hurley together being the "Parties").

WHEREAS, Hurley has called upon the Sheriff to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Hurley, as described within the proposal submitted in response to Hurley's request for proposals;

WHEREAS, Hurley is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services at Hurley Medical Center during the period of **October 1, 2025, through September 30, 2026**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services to Hurley to the extent and in the manner set forth in this Agreement.
2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.
 - (a) The County agrees to assign certified police officers to Hurley to provide policing services, as well as assist in the preparation of, and training for, emergency preparedness plans within the jurisdiction of Hurley as described within the proposal submitted in response to the County's request for proposals (the "Services"). See **Exhibit A – Scope of Services**.
 - (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.
 - (c) Services performed under this Agreement may include, if requested by Hurley, traffic enforcement, license inspection and enforcement.

- (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed by the Sheriff.
- 3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from Hurley, its officers, agents, and employees.
- 4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered.
- 5. (a) Hurley shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for Hurley, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, Hurley shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless Hurley against any such claim.
- 6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of Hurley, its officers, or employees, and Hurley shall defend and hold harmless the County, its officers, and employees against any such claims.
- 7. Hurley, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold Hurley, its officers, and employees harmless against any such claims.
- 8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2025, through September 30, 2026**, with the option to extend for two (1) year terms upon presentation and acceptance of the then-current budget figures.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
- 9. (a) Hurley agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed **\$747,111.00** (See Exhibit B). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, Hurley furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), Hurley agrees to pay costs for overtime incurred while providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

(c) Hurley is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

- (d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by Hurley on receipt of the CFO's monthly statement.
 - (e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and Hurley agrees to reimburse the County to the extent of the increased costs.
 - (f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. Hurley agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to Hurley, for the actual time period that officer is on assignment to Hurley. Hurley will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to Hurley. The County will bill Hurley annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from Hurley.
 - (g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.
 - (h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit B to this Agreement and Hurley declines to pay County for such additional costs.
10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to Hurley on a monthly basis.
11. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Contract to conform with any new or revised legislation, rules and regulations to which Hurley is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws.
12. General Provisions
- (a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services, the Scope of Services (Exhibit A), and the Projected Budget (Exhibit B), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

- (b) This Contract and all attachments, as well as all other information submitted by Hurley to the County, are subject to disclosure under the provisions of MCL §§ 15.231 et seq., known as the “Freedom of Information Act.”
- (c) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.
- (d) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of Hurley. Hurley may not assign this Agreement without the express written consent of the County.
- (e) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.
- (f) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.
- (g) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.
- (h) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.
- (i) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.
- (j) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that Hurley fails to abide by the terms of this Agreement.
- (k) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

Signatures Appear on Next Page

IN WITNESS WHEREOF, Hurley has authorized this Agreement to be executed by its President and CEO, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of the resolution being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

HURLEY MEDICAL CENTER

BY: Delrico Lloyd, Chairperson

BY: Melany Gavulic, President & CEO

Date: _____

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. **Oversee and monitor criminal situations and preventions.** The Office of Genesee County Sheriff (GCSO) is committed to assigning staff that will not only oversee and monitor criminal situations, but will handle them personally. Those assigned will be Certified Police Officers that are seasoned and equipped to respond to any emergency call for service.
2. **Predominantly assigned to patient care areas which include: The Main Emergency Department (treatment area), Pediatric Emergency Department, Prompt Care & Triage. Additional areas of patrol should include waiting rooms, ED corridors, CDU, Registration and the Social Work Office.** The GCSO will focus foot patrols to the patient care areas that historically demand higher attention, as well as, servicing the less active areas throughout the hospital.
3. **Assist Public Safety on other events within the building or outside that represent a threat to staff, patients, and visitors.** The GCSO will work in cooperation with the Public Safety Officers already established. However, because GCSO staff are Certified Police Officers, they shall have the final determination on how crimes/civil disturbances on the hospital grounds are handled.
4. **Will seek areas of need within the Emergency Department independent of direction.** The GCSO will always be on guard and operate without the need for direct supervision. This includes the Emergency Department.
5. **Patrol continuously in specified areas.** The GCSO will be on constant patrol.
6. **Work in conjunction with Public Safety to maintain crowd control.** The GCSO will work in concert with Public Safety regarding any acts of disturbance to include "Crowd Control".
7. **Representatives from the Sheriff's Office and Hurley Medical Center will meet quarterly to discuss concerns and address any issues.** The GCSO and Command Staff will be made available to meet quarterly to discuss any concerns or issues.
8. **Respond to Hurley Medical Center emergencies outside the Emergency Department when needed.** The GCSO will respond to any emergency at Hurley Medical Center regardless of the location or incident.
9. **LEVEL OF SERVICE:**
 - (a) **At all times the selected police officers shall provide HMC with the same level of service expected from a full-time police force, 24 hours each day/7 days per week.** It is unreasonable to assume five Full-Time Employee (FTE) positions could constitute a full-time police operation. However, The GCSO will provide five FTE's that shall focus on patrol services. Also included is an Investigative Fee of \$10,000.00, which will cover the basic service of a₆ Police Detective, who will process all arrest warrants and conduct interviews of arrested subjects. Scheduling of the Patrol staff is a negotiated job duty under the Sergeant's Collective Bargaining Unit. This does not include costs associated from unforeseen incidents that demand additional resources

in order to respond appropriately, such as: additional Command Staff, additional Detectives, K-9s, Evidence Technicians, or additional Patrol Deputies. In the event additional services are required, Hurley Medical Center shall be invoiced for the additional costs.

- (b) **Two uniformed officers are required. One per each 12-hour shift. There shall be a police officer on duty and available to respond to HMC immediately at all times.** The OGCS will provide five FTE's, four will be scheduled 12 hour shifts:

| | | | |
|----------------|----------------|----------------|----------------|
| A Shift | 6AM-6PM | B Shift | 6PM-6AM |
| C Shift | 6AM-6PM | D Shift | 6PM-6AM |

The fifth FTE will be a swing-shift position to cover any hours that are uncovered, as well as, call-ins, workers' compensation leave, sick leave, personal days, court time, training or vacation.

- (c) **Permanent assignment but ability to substitute if call-off occurs.** The GCSO will assign five FTE's. However, should the need arise by either party, they can be substituted immediately. In addition, should the FTE be temporarily reassigned, they shall be replaced.
- (d) **Deputies shall track time in accordance with department guidelines.** The GCSO will track, schedule, and approve all payroll using Genesee County's current payroll system, Kronos.
- (e) **Remain on Hurley Medical Center property for all lunch/break periods.** The GCSO will remain on Hurley Medical Center's property for lunch and break periods.

10. **REQUIRED EQUIPMENT: Uniformed deputy comes complete with all necessary equipment and vehicle.** The GCSO will provide five FTE's that are Certified Police Officers under the Michigan Commission on Law Enforcement Standards (MCOLES). They will be provided all necessary equipment required by a Police Officer, as well as, a fully- marked police vehicle.

11. **DISPATCH: Maintain communication using spectra link telephone and/or Public Safety radio.** The GCSO will be in constant communication via telephone, cell phone, or public safety radio. In addition, the GCSO will monitor Central Dispatch via their assigned portable radio.

12. **PERSONNEL TRAINING REQUIREMENTS:**

- (a) **MCOLES Certified Police Officer and be in compliance with City/State requirements.** The GCSO will provide five FTE's that are MCOLES Certified Police Officers.
- (b) **Deputies are required to complete hospital training requirements for accreditation source.** The GCSO will make available the staff selected to attend required hospital training.

- (c) **Hurley Medical Center has understanding that deputies will be required to attend shift roll call.** The GCSO will attend Roll Call.

