

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services (“GCDSS”)
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502
Hereinafter referred to as the **“COUNTY”**

and

THE OFFICE OF THE GENESEE COUNTY PROSECUTING ATTORNEY
900 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **“PROSECUTOR”**

For the period from October 1, 2025, through September 30, 2026

Whereas, the COUNTY and the PROSECUTOR previously entered into a Memorandum of Understanding for a program of services titled **“Elder Abuse and Exploitation Prevention Services”** (hereinafter referred to as “Services”) funded by the Senior Citizen Services millage; and

Whereas, the PROSECUTOR provides legal services on behalf of senior citizens as referred from the Genesee County Sheriff’s Department Elder Abuse Program (“EAP”) as well as sources in addition to the EAP for which compensation under this MOU is appropriate; and

Whereas, the COUNTY elects to continue funding these Services through the Senior Millage; and

Whereas, the parties agree to enter this Memorandum of Understanding for the continued provision of Services set forth herein.

Now, therefore, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

A. PURPOSE:

This Memorandum of Understanding (“MOU”) is entered into for the purpose of retaining PROSECUTOR to provide advisory and prosecuting services to the Elder Abuse and Exploitation Prevention Program funded by Senior Citizen Services millage dollars to qualified senior individuals residing in Genesee County.

B. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This MOU shall commence on October 1, 2025, and continue through September 30, 2026.
2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.
3. The PROSECUTOR agrees to designate one or more Assistant Prosecuting Attorneys ("APA") to the EAP for the purpose of reviewing warrants and prosecuting cases of elder abuse and exploitation originating from EAP referrals, and consulting with detectives and EAP staff on such cases as necessary.
4. The PROSECUTOR agrees that the designated APA will work with assigned EAP detectives in scheduling warrant reviews and other services as necessary in a reasonable and timely basis throughout the term of this MOU. The assigned APA works for, and reports to, the Prosecuting Attorney, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to charging, resolution and trial of elder abuse cases.
5. The PROSECUTOR will continue to provide senior millage eligible legal services regarding abuse and exploitation of Genesee County residents 60 years or older as referred to PROSECUTOR by the EAP and sources other than the EAP, compensation for which is permitted under this MOU.
6. The PROSECUTOR will submit to the GCROSS monthly reports providing statistics regarding the use of the APA using a format similar to that provided in Attachment A, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.
7. The PROSECUTOR agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.
8. The PROSECUTOR agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Office of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.
9. The PROSECUTOR agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.

10. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.
11. The COUNTY will transfer \$ 53,200.00 in monthly increments of \$ 4,433.33 from the Senior Millage Fund to the General Fund for the services of the APA/s for FY 2025- 2026 by September 30, 2026.
12. The contract administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOS, or her designee (the "Contract Administrator"). The PROSECUTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The PROSECUTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.
13. Minor modifications of the work plan that do not require monetary adjustments in excess of \$ 29,999.99 may be approved by the Contract Administrator without further consultation with the County Board of Commissioners.

C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

The following documents are Attachments to the MOU which are hereby made part of this MOU by reference:

Attachment A: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

Attachment B: Approved Budget FY – 2025 - 2026

COUNTY OF GENESEE

OFFICE OF THE GENESEE COUNTY PROSECUTING ATTORNEY

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

By: DAVID LEYTON,
Genesee County Prosecuting Attorney

Date

Date

ATTACHMENT A
Reporting Forms (Monthly Invoice Form & Monthly New Client
Address Form)

MONTHLY INVOICE and REPORT FORM

Agency: Office of the Genesee County Prosecuting Attorney Activity: Assistant Prosecuting Attorney Services

Contract Term: October 1, 2025 - September 30, 2026

Activity Period: _____

Certification - I certify that the services rendered and billed costs for these services are in accordance with the terms of the project contract and that reimbursement for the services specified in this invoice has not been previously requested.

Agency's Authorizing Signature: _____ Date: _____

1.	Total number of Genesee County residents aged 60 years and older ("senior clients") who were <u>new</u> clients during this month.	
2.	Total number of senior client cases who were <u>active</u> during this month.	
4.	Total number of senior client cases <u>completed</u> during this month.	
5.	Total number of warrants reviewed during this month.	
6.	For each new senior client , email that client's address including street number & street name, city or village, and zip code, date(s) of service and description of service provided. (Do not include client names.)	Attached
7.	Total number of Assistant Prosecuting Attorney hours spent on cases this month.	
8.	Attach backup documentation for Assistant Prosecuting Attorney hours.	Attached

Date Stamp	Notes	
	Monthly 1/12 Payment:	\$4,433.33
	Approved Payment:	

Staff Reviewer's Initials: _____ Senior Services Signature Lynn M. Radzilowski, Senior Services Director

Senior Millage Service Providers Client Addresses

Month & Year: _____

[illegible]

ATTACHMENT B
APPROVED BUDGET FY 2025-2026



DAVID LEYTON

GENESEE COUNTY PROSECUTOR

July 1, 2026

To: Allison Gute

From: John Potbury

Re: Senior Millage Budget Proposal FY 25-26

**Senior Millage Cost Proposal
Genesee County Prosecutor**

**Budget
FY 2025-26**

Assistant Prosecuting Attorneys	\$46,000.00
Clerical Staff	\$ 7,000.00
<i>Total County Employee Cost</i>	<i>\$53,000.00</i>
Office Supplies	\$ 200.00
<i>Total Direct Costs</i>	<i>\$ 200.00</i>
TOTAL PROJECT COST	\$53,200.00

John R. Potbury

John R. Potbury
Chief Assistant Prosecuting Attorney