



GENESEE COUNTY
— MICHIGAN —

Genesee County Governmental Operations Committee Agenda

Wednesday, January 8, 2025 5:30 PM Harris Auditorium, 1101 Beach St.

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

RES-2025-0006 Approval of Meeting Minutes - December 4, 2024

- IV. PUBLIC COMMENT TO COMMITTEE

- V. COMMUNICATIONS

- VI. OLD BUSINESS

- VII. NEW BUSINESS

- 1. RES-2024-1237 Approval of a contract between Genesee County and Securus Monitoring, in the amount of \$50,000.00, to provide for electronic monitoring services; the term of this contract is from October 1, 2024, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-868.020
- 2. RES-2024-1560 Approval of a grant award from the Michigan Supreme Court, in the amount of \$81,774.00, to provide for the continuation of the Virtual Backlog Response Docket at Genesee County's 7th Circuit Court
- 3. RES-2024-1603 Approval of Genesee County's Technology Use Policy

- VIII. OTHER BUSINESS

- IX. DISCUSSION: WORKSHOP SCHEDULE

- X. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-0006

Agenda Date: 1/8/2025

Agenda #:

Approval of Meeting Minutes - December 4, 2024



GENESEE COUNTY
— MICHIGAN —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, December 4, 2024

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:48 PM.

II. ROLL CALL

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

Absent: James Avery

III. APPROVAL OF MINUTES

RES-2024-1533 Approval of Meeting Minutes - November 13, 2024

RESULT: APPROVED

MOVED: Charles Winfrey

SECONDER: Ellen Ellenburg

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

Absent: Commissioner Avery

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

RESULT: WITHDRAWN

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

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: Charles Winfrey

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

Absent: Commissioner Avery

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

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: Charles Winfrey

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

Absent: Commissioner Avery

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

RESULT: REFERRED

MOVER: Ellen Ellenburg

SECONDER: Beverly Brown

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

Absent: Commissioner Avery

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

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: Ellen Ellenburg

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

Absent: Commissioner Avery

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

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Beverly Brown

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

Absent: Commissioner Avery

7. **RES-2024-1419** Approval of a request to rename Genesee County Animal Control to Genesee County Animal Control and Care

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Ellen Ellenburg

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

Absent: Commissioner Avery

RES-2024-1419 was amended from Genesee County Animal Care Center to Genesee County Animal Control and Care.

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

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: Ellen Ellenburg

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

Absent: Commissioner Avery

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:22 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1237

Agenda Date: 1/8/2025

Agenda #: 1.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Securus Monitoring for electronic monitoring services, in the amount of \$50,000.00; the term of this contract is from October 1, 2024, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-868.020

BOARD ACTION REQUESTED:

The Court is requesting approval of the FY25 electronic monitoring contract with Securus Monitoring for the period commencing October 1, 2024, through September 30, 2025, in the amount of \$50,000.00 to be paid from accounts 2920-664.00-868.020 (\$50,000). The electronic monitoring services are a part of the approved childcare fund annual plan and budget.

BACKGROUND:

The Circuit Court Family Division executed a contract to Securus Monitoring pursuant to RFP # 22-279.

DISCUSSION:

Securus Monitoring provides global positioning system tamper-proof monitoring anklets (tethers) which are worn by the youth twenty-four (24) hours a day, seven (7) days a week, as directed by the sentencing court. The services are also used as an alternative to detention both pre-trial and post-disposition.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract to the County is \$50,000.00 to be paid from account 2920-664.00-868.020. The electronic monitoring services are a part of the approved childcare fund annual plan and budget.

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 of the 7th Circuit Court Family Division Administrator to authorize entering into a contract between Genesee County and Securus Monitoring, whereby Securus Monitoring will provide electronic monitoring services for juvenile offenders for the term commencing October 1, 2024, through September 30, 2025, in an amount not to exceed \$50,000.00 to be paid from account 2920-664.00-868.020, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 8, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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 **Securus Monitoring a Texas, LLC company, whose principal place of business is located at 5353 W. Sam Houston Parkway North, Suite 190, Houston, Texas 77041** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

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

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$50,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes.

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

5. Contract Administrator

The contract administrator for this Contract is **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.

SECURUS MONITORING

COUNTY OF GENESEE

By: _____

Alex Yeo

Chief Revenue and Product Officer

Date: _____

By: _____

James Avery, Chairperson

Board of County Commissioners

Date: _____

EXHIBIT A
Description of the Services

- All services as outlined will be provided for juvenile offenders at a per diem rate of \$4.10 to be billed to the Genesee County Juvenile Probation Department monthly.
- The number of juveniles placed on tether fluctuates with the Judges but averages around 20 per month.
- If a juvenile's charges are alcohol related, some of the Judges will order inmates placed on alcohol tether and reliable alcohol tethers with remote communication capabilities and GPS tethers shall be provided.
- 24/7 communication capabilities with the Juvenile Probation Department is required.
- Ability to pinpoint location of all tether participants and violators.
- Communication between the Securus and the Juvenile Probation Department is best done through phone messages and emails.
- When violations occur and/or when participants are located, that information is to be provided to the Juvenile Probation Department when received. Violations must be reported the same day as the offense. If reports cannot be generated, then a phone message to alert us will be acceptable.
- 24/7 assistance with field operations when requested, including installation.
- Flawless record keeping of all tether participants and violators.
- Weekly reporting of all tether activities and violations. Provide all violations once a week before a check in day. Records can be reported to the Juvenile Probation Department via email. The reports must be provided in a format that can be digitally stored for current and future review.
- State of the art tether equipment and monitoring ability.
- The ability to problem solve technological failures on all equipment and monitoring.
- All Tether equipment is to be dropped off at the Visitor Screening Facility located in the Jail, at 1002 S. Saginaw, Flint, MI, 48502.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2024

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 #
Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	INSURER A: National Fire Ins. Co. of Hartford INSURER B: AIX Specialty Insurance Company INSURER C: Valley Forge Insurance Co INSURER D: INSURER E: INSURER F:	20478 12833 20508

COVERS		CERTIFICATE NUMBER: 570108721213		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																	
B	<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:			L1JH74133103	09/30/2024 09/30/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>	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	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000				
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GENERAL AGGREGATE	\$2,000,000																					
PRODUCTS - COMP/OP AGG	\$2,000,000																					
A	AUTOMOBILE LIABILITY			7094249267	09/30/2024 09/30/2025	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)									
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C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A		7094249284	09/30/2024 09/30/2025	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH- ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH- ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000								
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E.L. DISEASE-POLICY LIMIT	\$1,000,000																					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																						
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.																						

CERTIFICATE HOLDER

CANCELLATION

Genesee County Purchasing County Administration Bldg 1101 Beach Street, Room 343 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 <i>An Risk Insurance Services West Inc.</i>

Holder Identifier :

Certificate No : 570108721213





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.	NAMED INSURED Satellite Tracking of People, LLC	
POLICY NUMBER See Certificate Number: 570108721213		
CARRIER See Certificate Number: 570108721213	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Umbrella Coverage

Umbrella Policy #: AUC107062102 follows form of Auto policy #GLA 1070513-02 and workers compensation policy #WC 1070512-03.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1560

Agenda Date: 1/8/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Jessica Clemens, Director of Court Finance

RE: Approval of a grant award from the Michigan Supreme Court, in the amount of \$81,774.00, to provide for the continuation of the Virtual Backlog Response Docket at Genesee County's 7th Circuit Court

BOARD ACTION REQUESTED:

Acknowledge and accept an additional grant award from the Michigan Supreme Court, in the amount of \$81,774.00 to the 7th Judicial Circuit Court, for the continuation of the Virtual Backlog Response Docket. A copy of the award accompanies this submission.

BACKGROUND:

The Circuit Court developed a backlog of criminal cases arising from restrictions on court operation during the COVID 19 pandemic. As the court continues to focus on the most serious criminal cases, often involving jury trials and the defendant in custody, a backlog of less serious felony cases has increased. RESO 23-166 was approved on 4/26/2023 for the initial awarded amount of \$593,301.00. On March 27, 2023 the term was extended to utilize funds through 12/31/2024

DISCUSSION:

This grant will allow the Circuit Court to continue to create a criminal docket of selected cases that have been pending >91 days and have not reached a disposition.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

A budget amendment is attached. There is not a grant match required.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This will provide community growth and financial stability by attending to cases that were backlogged

due to the COVID 19 pandemic

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 Director of Court Finance to authorize amending the contract between the Michigan Supreme Court State Court Administrative Office and the 7th Circuit Court of Genesee County for the second time, said second amendment being necessary to accept an additional grant award, in the amount of \$81,774.00 with no match requirement, and to extend the contract term for the period commencing November 22, 2024, through December 31, 2026, to continue implementing a Virtual Backlog Response Docket, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 8, 2025 meeting of the Governmental Operations Committee of this Board), this Board ratifies the Circuit Court Administrator's November 11, 2024 signature on the contract amendment, and the Chief Financial Officer is directed to record the attached budget.

STATE COURT ADMINISTRATIVE OFFICE
VIRTUAL BACKLOG RESPONSE DOCKET GRANT

Subcontract Agreement

Between

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE

Federal I.D. Number: 38-6004849

Contract Number: SCAO-2023-066

Grant Amount: **\$593,301.00**

SCAO Unique Identifier: VDSYNPTW91M7

Project Title: Virtual Backlog Response Docket

Unique Entity Identifier (UEI): XD5HMHXNBWX69

Federal Agency Name: U.S. Treasury

Federal Award Identification Number: SLFRP0127

CFDA #: 21.027

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement yes.

1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.02 The term “VBRD” refers to the Virtual Backlog Response Docket Grant which is the subject of this Agreement.

1.03 The term “Authorizing Official” means the individual, named by the application organization, who is authorized to act for the Grantee and to assume the Grantee’s obligation imposed by laws, regulations, requirements, and conditions that apply to grant awards.

1.04 The term “Confidential Information” means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO. Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or

patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.05 The term “Effective Date” means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement’s effective date.

1.06 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.07 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement.

1.08 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. The Grantee is a subrecipient of the VBRD.

1.09 The term “Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees and/or agents jointly with the SCAO while engaged in Services under this Agreement.

1.10 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term “Parties” includes the SCAO, Grantee, and all of their employees.

1.12 The term “Program Expenses” means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term also includes Travel Expenses as defined below.

1.13 The term “Services” refers to the goods, services, program activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.14 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred. Travel expenses may not exceed the state rate or your local rate, whichever is the lesser expense.

1.16 The term “Work Product” refers to reports, programs, manuals, tapes and videos prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

1.17 The term “Subaward” is defined in 2 CFR § 200.92 as an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence upon the Effective Date, and terminate on March 31, 2024, unless an exception is explicitly granted by the SCAO.

3. AGREEMENT AMOUNT AND BUDGET

3.01 This Agreement incorporates the Grantee’s approved grant application request and most recently approved budget. Budget deviations that exceed the Grant Amount are not permitted. The SCAO agrees to provide funding in an amount not to exceed the Grant Amount, conditioned entirely upon the SCAO’s actual receipt of the award. To the extent that Grant Amount is reduced or eliminated, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee’s benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

4.01 The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required by Grantee based on the court’s risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

5. RELATIONSHIP

5.01 No employer/employee relationship exists between the Parties. Further, no employee or agent of the Grantee is an employee of the SCAO.

5.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6. SYSTEM FOR AWARD MANAGEMENT

6.01 The Grantee (and all agents and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>.

7. CHANGE IN GRANTEE CONTACT

7.01 The Grantee must submit a contract amendment to the SCAO, notifying the SCAO of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

8. USE OF FUNDING

8.01 The funds being used for this project are the State and Local Fiscal Recovery Funds (SLFRF), established under section 602 and 603 of the Social Security Act of section 9901 of Public Law No. 117-2, known as the American Rescue Plan of 2021 ("ARPA"). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund on May 13, 2021. The Grantee must review and abide by all requirements of the Federal Fiscal Relief Fund, including the U.S. Treasury's [SLFRF Final Rule](#), the [U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions](#) (Attachment 1), and 2 CFR 200. Payments from the SLFRF may only be used to cover expenditures that are responding to the public health and negative economic impacts of the pandemic. Expenses for the VBRD grant may only cover expenditures directly associated with reducing or eliminating a trial courts criminal case backlog that resulted from the COVID-19 pandemic. Attachment 3 provides a complete list of allowable and disallowable expenses.

8.02 The purpose of the VBRD funding is to assist district, circuit, and municipal courts to reduce or eliminate their criminal case backlog that resulted from the COVID-19 pandemic. SLFRF can fund eligible expenses and services accrued during the pandemic; however, in order to be eligible to use SLFRF, the costs must have been incurred after March 3,

2021. Funds must be obligated by March 31, 2024 with final reports due to SCAO by June 30, 2024.

8.03 SLFRF funds cannot be used to pay expenses that will be or have been reimbursed by another federal program.

8.04 The Grantee must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds and the Grantee must document these determinations, as required by 2 CFR 200.303. In addition to internal controls, the Grantee must establish and maintain effective financial management as required by 2 CFR 200.302(b)(6) and (7), which includes written procedures.

9. SCOPE OF SERVICES

9.01 The Grantee shall use reasonable best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

10. STATEMENT OF WORK

10.01 The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. This includes significantly reducing or eliminating the backlog of pending criminal cases that resulted from the COVID-19 pandemic. The Grantee should fully achieve these objectives by the end of this Agreement's term, and be compliant with the criminal case processing time guidelines established in AO 2013-12. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

11. RIGHTS TO WORK PRODUCT

11.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

11.02 All written or visual Work Product created solely by the Grantee is exclusively owned by the Grantee and is subject to copyright or patent only by the Grantee.

11.03 All written or visual work product produced under this Agreement with funds provided by the grant from SCAO shall be owned by SCAO and SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

11.04 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of this Agreement that is not Confidential or Proprietary as defined in Section 19 of this Agreement if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement without the prior written permission of the SCAO.

11.05 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials and/or Work Product.

12. WRITTEN DISCLOSURE

12.01 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the Grantee's employees or agents while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

12.02 The Grantee warrants that as of the Effective Date of this Agreement, there are no such Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

13. INSURANCE

13.01 The Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

14. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

14.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 2 related to this Agreement so that the SCAO can meet its reporting requirements with federal grantors.

14.02 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

15. PAYMENT PROCESSING

15.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive

reimbursement payments via electronic funds transfer or direct deposit. To register, go to the Department of Technology, Management, and Budget's [website](#).

15.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

15.04 Only program Services and Program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

15.05 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

15.06 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs.

15.07 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the U.S. Treasury.

15.08 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

15.09 The Grantee is aware that this is a reimbursement-based grant. The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

15.10 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Consumable expenses are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

16. EMPLOYEE TIME CERTIFICATION

16.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form as supporting documentation in adherence with 2 CFR 200.302(b)(3).

16.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee:

- becomes disabled or deceased while assigned to a grant-funded position,

- is removed or reassigned from a grant-funded position; and/or,
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee)

17. RECORD MAINTENANCE/RETENTION

17.01 The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) until December 31, 2031 or until any pending litigation and/or audit findings have been resolved, whichever occurs later. All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

17.02 The U.S. Treasury may request a transfer of records of long-term value. Where practicable, the Grantee should maintain, transmit, and store records in open and machine-readable formats. The Grantee agrees to provide or make available such records to the U.S. Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), the U.S. Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”).

17.03 The Grantee agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act and 2 CFR 200.302(b)(3). These records may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenditures related to the public health emergency due to COVID-19;
2. budget records;
3. payroll records, time records, and human resource records to support costs incurred for payroll expenditures related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
6. grant agreements entered into using SLFRF payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and agents;
8. all documentation supporting the performance outcomes of contracts, subcontracts, and grant awards;

9. all internal and external email/electronic communications related to use of SLFRF payments; and
10. all investigative files and inquiry reports involving SLFRF payments.

17.04 Office of Management and Budget's (OMB) Uniform Guidance for Non-federal Agencies Receiving These Funds. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

18. AUTHORIZED ACCESS

18.01 The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized and required by law, including 2 CFR 200.334 through 2 CFR 200.338. The SCAO and/or an outside team may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program.

19. CONFIDENTIAL INFORMATION

19.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 38 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

19.02 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic

copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

19.03 In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

20. MEDICAL INFORMATION

20.01 Both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

21. AUDITS

21.01 The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends \$750,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq.*, the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. The Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than \$750,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. The submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits

The SCAO or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

F. Other Requirements

To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them.

21.02 The auditee must procure or otherwise arrange for the audit, if required; prepare appropriate financial statements, including the schedule of expenditures of Federal awards; promptly follow up and take corrective action on the audit findings; provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

22. SUBRECIPIENTS

22.01 The Grantee may not use the VBRD to make subawards to subrecipients.

23. SOFTWARE COMPLIANCE

23.01 The Grantee must ensure software compliance and compatibility with the SCAO's data system for Services provided including, but not limited to: stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data.

24. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

24.01 If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge as provided in Section 38 of this Agreement.

25. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

25.01 The SCAO and/or the Grantee may reduce the project budget, suspend, or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the termination date.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee submits false certification or falsifies any other report or document required hereunder.
- E. If the Grantee is convicted of any activity referenced in Section 24 of this Agreement during the term of this Agreement or any extension thereof.
- F. If the SCAO terminates this Agreement under Section 25, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.
- G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

25.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 2 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

25.03 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Agreement ends.

25.04 Any funds received by the Grantee that are expended in a manner that does not comply with applicable federal and state laws, guidelines, rules, and regulations shall be returned to the State of Michigan. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

26. FINAL REPORTING UPON TERMINATION

26.01 Except as provided in Section 26.02, should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this Agreement. The SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

26.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO.

27. SEVERABILITY

27.01 If any provision of this Agreement or of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

28. LIABILITY AND INDEMNIFICATION

28.01 The Grantee is responsible for Liabilities and Program Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

28.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any Liabilities or Expenses that could interfere with performance under this Agreement.

28.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

28.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the Michigan Supreme Court ("MSC"), including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

29. MICHIGAN LAW

29.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

30. DEBT TO STATE OF MICHIGAN

30.01 The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

31. DISPUTES

31.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

32. CONFLICT OF INTEREST

32.01 Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

33. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

33.01 The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/Agreement principles, and audits in carrying out the terms of this Agreement.

34. CIVIL RIGHTS COMPLIANCE

34.01 Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 *et seq.*, and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

34.02 In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, the U.S. Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. The U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). The U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

35. AMENDMENT TO AGREEMENT

35.01 This Agreement, including but not limited to the scope of work and project budget changes, may only be amended by a writing signed by all Parties.

36. ENTIRE AGREEMENT

36.01 This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment 1)
- B. Reporting Requirements (Attachment 2),
- C. Allowable & Disallowable Expenses (Attachment 3),
- D. Virtual Backlog Reduction Docket Quarterly Program Report (Attachment 4)
- E. Approved grant budget in grant application

37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

37.01 The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview team members, observe staff meetings, review case files, review data, and review financial records.

38. DELIVERY OF NOTICE

38.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: (1) by electronic mail; or (2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is:

Name: Barbara A. Menear
Title: circuit court administrator
Address: 900 S.Saginaw Street, #206
Email Address: bmeneear@geneseecountymi.gov
Phone: 810.424.4355

38.03 The SCAO's contacts are:

Diane Perry State Court Administrative Office Michigan Hall of Justice P.O. Box 30048 Lansing, MI 48909 PerryD@courts.mi.gov	Ryan Gamby State Court Administrative Office Michigan Hall of Justice P.O. Box 30048 Lansing, MI 48909 Gambyr@courts.mi.gov
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39. GRANTEE'S AUTHORIZING OFFICIAL

39.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. The Authorizing Official may not be a judge or other state employee. The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

39.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

SIGNATURES OF PARTIES
Virtual Response Backlog Docket Grant
CONTRACT NUMBER: SCAO-2023-066

40. SIGNATURE OF PARTIES

40.01 This Agreement is not effective unless signed by all Parties.

7th Circuit Court of Genesee Co

Barbara A. Menear

Authorizing Official's Signature

Barbara A. Menear

Authorizing Official's Name

Circuit Court Administrator

Authorizing Official's Title

3.28.2023

Date Signed by Authorizing Official

State Court Administrative Office

Elizabeth Rios-Jones

Authorizing Official's Signature

Elizabeth Rios-Jones

Authorizing Official's Name

Deputy State Court Administrator

Authorizing Official's Title

03/29/2023

Date Signed by Authorizing Official

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as

defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIRTUAL BACKLOG RESPONSE DOCKET GRANT
FY 2023 REPORTING REQUIREMENTS
April 1, 2023 through March 31, 2024

PROGRAM REPORT DUE DATES	
July 10, 2023	Courts will be reporting on progress made during April 1, 2023, through June 30, 2023 .
October 10, 2023	Courts will be reporting on progress made during July 1, 2023, through September 30, 2023 .
January 10, 2024	Courts will be reporting on progress made during October 1, 2023, through December 31, 2023 .
April 10, 2024	Courts will be reporting on progress made during January 1, 2024 through March 31, 2024 .

FINANCIAL CLAIM REPORTS DUE DATES	
July 10, 2023	Courts will be reporting on expenditures from April 1, 2023, through June 30, 2023 .
October 10, 2023	Courts will be reporting on expenditures from July 1, 2023, through September 30, 2023 .
January 10, 2024	Courts will be reporting on expenditures from October 1, 2023, through December 31, 2023 .
April 10, 2024	Courts will be reporting on progress made during January 1, 2024 through March 31, 2024 .

The court must email an itemized invoice and supporting documentation to Diane Perry (PerryD@courts.mi.gov) by the due dates listed above. The supporting documentation must include (if applicable):

Personnel and Fringe: Signed timesheets and official reports from the Court's accounting or payroll software. Examples include, but are not limited to, general ledger, revenue and expenditure reports, payroll reports, and pay stubs.

Contractual and Supplies: Dated and itemized invoices or receipts with proof of payment. Proof of payment must include name of vendor, date, amount, and check or ETF number. Examples include, but are not limited to, copies of checks or official reports from the Court's accounting software.

Travel: Employee travel should be documented with the same requirements as Personnel and Fringe. Contractor travel should be documented with the same requirements as Contractual and Supplies. Copies of the Traveler's receipts are required for all travel.

Attachment 3

ALLOWED EXPENSES		
	Personnel and Fringe	
<ul style="list-style-type: none"> Hourly wages Fringe benefits 	Contractual	
<ul style="list-style-type: none"> Defense attorney, prosecuting attorney, visiting judges, and Michigan Department of Corrections fees associated with reducing a backlog of criminal cases. 	Supplies	
<ul style="list-style-type: none"> Office supplies and equipment not to exceed \$5,000 per unit. Software subscriptions (must be prorated monthly for fiscal year) 	Travel	
<ul style="list-style-type: none"> Travel expenses 		
<p>*Travel expenses may not exceed the state rate, or your local rate, whichever is the lesser expense. The state mileage rate includes premium rate for roundtrip less than 100 miles and standard rate for roundtrip more than 100 miles.</p>		
DISALLOWED EXPENSES		
Recipients may not use SLFRF funds for any of the following		
<ul style="list-style-type: none"> Contributions to rainy day funds, financial reserves, or similar funds. Payment of interest or principal on outstanding debt instruments and fees or issuance costs associated with the issuance of new debt. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency. Payment of expenses that will be or have been reimbursed by another federal program A program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds. A violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest. To supplant state or other funding sources. Indirect costs, defined by 2 CFR § 200.1 as those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Cost associated with Research and Development Any other expense not identified as an "allowable expense" listed above. 		

Attachment 4

Court: 7th Circuit Court of Genesee County

Reporting Period:

- April 1, 2023 through June 30, 2023 (**Due July 10, 2023**)
- July 1, 2023 through September 30, 2023 (**Due October 10, 2023**)
- October 1, 2023 through December 31, 2023 (**Due January 10, 2024**)
- January 1, 2024 through March 31, 2024 (**Due April 10, 2024**)

Summary Report

1. Please describe the actions your court took during the reporting period to reduce your backlog of pending criminal cases:
2. If applicable, explain any barriers or lack of progress with reducing your criminal backlog during this reporting period:

Outcomes Report

CIRCUIT COURT

Using SCAO's caseload reporting instructions, provide the number of cases disposed during the quarter or pending at the end of the quarter in the table below. Leave this section blank if not applicable to your court.

		AX	FC	FH	FJ
<u>Disposed During the Quarter</u>	Disposed 0-91 Days after Bindover				
	Disposed 92-154 Days after Bindover				
	Disposed 155-301 Days after Bindover				
	Disposed +301 Days after Bindover				
Pending at the End of the Quarter	Pending 0-91 Days after Bindover				
	Pending 92-154 Days after Bindover				
	Pending 155-301 Days after Bindover				
	Pending +301 Days after Bindover				

DISTRICT & MUNICIPAL COURT

Using SCAO's caseload reporting instructions, provide the number of cases disposed during the quarter or pending at the end of the quarter in the tables below. Leave this section blank if not applicable to your court.

		EX	FY	FD	FT
<u>Disposed During the Quarter</u>	Disposed 0-14 Days				
	Disposed 15-28 Days				
	Disposed +28 Days				
Pending at the End of the Quarter	Pending 0-14 Days				
	Pending 15-28 Days				
	Pending +28 Days				

		Reduced to Misdemeanor		
		FY	FD	FT
<u>Disposed During the Quarter</u>	Disposed 0-63 Days			
	Disposed 64-126 Days			
	Disposed +126 Days			
Pending at the End of the Quarter	Pending 0-63 Days			
	Pending 64-126 Days			
	Pending +126 Days			

		OM	SM	OD	SD	OT	ST
<u>Disposed During the Quarter</u>	Disposed 0-63 Days						
	Disposed 64-126 Days						
	Disposed +126 Days						
Pending at the End of the Quarter	Pending 0-63 Days						
	Pending 64-126 Days						
	Pending +126 Days						

Authorizing Official's Signature

Authorizing Official's Name

Authorizing Official's Title

Date Signed by Authorizing Official

Please email your completed Quarterly Program Report by the deadline to Diane Perry at
PerryD@courts.mi.gov

**Amendment # 1 to Contract between Michigan Supreme Court
State Court Administrative Office
and 7th Circuit Court (Genesee County)
Contract No. SCAO-2023-087**

This Amendment Number 1 (the “First Amendment”) is entered into by and between the Michigan Supreme Court, State Court Administrative Office (the “SCAO”), P.O. Box 30048, Lansing, Michigan, 48909, and the 7th Circuit Court (Genesee County), 900 South Saginaw Street, Flint, MI 48502 (the “Provider”). (Collectively the SCAO and the Provider are the “Parties.”)

Recitals

1. The Parties entered into Contract Number SCAO-2023-087, effective May 10, 2023, (the “Original Contract”) under which the Provider agreed to operate a legal self-help center and provide legal self-help services in accordance with the SCAO Self-Help Center Grant Program guidelines (“Services”). Section 29, subsection 29.01 allows the Parties to mutually amend the original agreement.
2. This is the First such amendment of the Original Contract and is hereinafter referred to as the “First Amendment.”
3. The Parties now desire to enter into this First Amendment to extend the period of agreement (Section 2, subsection 2.01) and modify the submission dates of expenditure reports (Section 7, subsection 7.04).

In consideration of the foregoing premises and mutual promises set forth below, the Parties agree to modify the Original Contract to include the amended terms below, which constitute the First Amendment.

1. Subsection 2.01 of the Original Contract in Section 2, is amended and replaced in its entirety with the language below:

This Agreement shall commence upon the Effective Date, and terminate on December 31, 2024, unless an exception is explicitly granted by the SCAO.

2. Subsection 7.04 of the Original Contract in section 7, is amended and replaced in its entirety with the language below:

The Grantee must submit expenditure reports to SCAO on the dates listed below:

- July, 31, 2023
- October 31, 2023
- January 31, 2024
- June 14, 2024
- September 20, 2024
- January 17, 2025 (final report)

3. This First Amendment to the Original Contract will be effective only on the date it is signed by both Parties. If the Parties do not sign the First Amendment on the same date, the latest specified date will become the First Amendment's effective date.
4. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Provider, 7th Circuit Court (Genesee County), and SCAO have executed this First Amendment.

7th Circuit Court (Genesee County)

By: Barbara Menear
Barbara Menear
Title: Court Administrator

Date: 4/1/2024

STATE COURT ADMINISTRATIVE OFFICE

By: Elizabeth Rios - Jones
Elizabeth Rios-Jones
Title: Deputy State Court Administrator

Date: 4/3/2024

Amendment is ready for SCAO Authorizing official's signature.

**Amendment #2 to Contract between Michigan Supreme Court
State Court Administrative Office
And 7th Circuit Court of Genesee County, No. SCAO-2023-066**

This Amendment Number 2 (the “Second Amendment”) is entered into by and between the Michigan Supreme Court, State Court Administrative Office (the SCAO), P.O. Box 30048, Lansing, Michigan, 48909, and the Genesee County Circuit Court, 900 South Saginaw Street, Flint, Michigan 48502 (the Grantee) (collectively, the SCAO and the Provider are the “Parties” for Amendment Number 2).

Recitals

1. The Parties entered into Contract Number SCAO-2023-066, effective March 29, 2023, (the “Original Contract”) under which the Grantee agreed to provide services to reduce the backlog of criminal cases known as the Virtual Backlog Response Docket (Services).
2. The Parties entered into a First Amendment of the Original Contract on March 27, 2024, to extend the contract termination date and include additional reporting periods and due dates.
3. The Parties now desire to enter into this Second Amendment to extend the Original Contract termination date to December 31, 2025; increase the maximum sum paid to the Grantee under the Original Contract; and modify other dates as mutually agreed below.

Modified Terms

In consideration of the foregoing premises and mutual promises set forth below, the Parties agree to modify the Original Contract to include the amended terms below, which constitute the Second Amendment.

1. The Grant Amount listed on Page 1 of the Original Contract is amended and replaced with a sum not to exceed \$675,075.
2. Section 2, Subsection 2.01 (Period of Agreement), of the Original Contract is amended and replaced with a contract termination date of December 31, 2025.
3. Section 8, Subsection 8.02, of the Original Contract is amended to require the final report due to SCAO by January 10, 2026. All other Section 8 terms survive as originally drafted in the Original Contract.
4. The reporting periods and due dates listed in Attachment 4 survive, with the addition of the following reporting periods and due dates:
 - a. January 1, 2025, through March 31, 2025, (Due April 10, 2025)
 - b. April 1, 2025, through June 30, 2025, (Due July 10, 2025)
 - c. July 1, 2025, through September 30, 2025, (Due October 10, 2025)
 - d. October 1, 2025, through December 31, 2025, (Due January 10, 2026)
5. The Second Amendment will be effective only on the date it is signed by both Parties. If the Parties do not sign the Second Amendment on the same date, the latest specified date will become the Second Amendment’s effective date.
6. Except as expressly provided in the Second Amendment, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Grantee, 7th Circuit Court of Genesee County, and SCAO execute this Second Amendment.

7th Circuit Court of Genesee County

By: Barbara A. Menear

Barbara A. Menear

Title: Circuit Court Administrator

Date: 11-22-2024

STATE COURT ADMINISTRATIVE OFFICE

By: Elizabeth Rios-Jones

Elizabeth Rios-Jones

Title: Deputy State Court Administrator

Date: 11/22/2024

DESCRIPTION: FY 24/25 VBRD 2ND GRANT AMENDMENT
DATE: 12/10/2024
GL #

DESCRIPTION Increase/(Decrease)

2916-283.00-504.000	FEDERAL PARTICIPATION	38,581.33
2916-283.00-702.000	SALARIES & WAGES	7,782.00
2916-283.00-709.000	SOCIAL SECURITY	642.00
2916-283.00-718.000	MEDICAL INSURANCE	(3,183.00)
2916-283.00-723.000	POST-RETIREMENT BENEFIT	(500.00)
2916-283.00-725.000	OPTICAL INSURANCE	(14.00)
2916-283.00-726.000	DENTAL INSURANCE	(406.00)
2916-283.00-727.000	LIFE HEALTH INSURANCE	(346.00)
2916-283.00-728.000	RETIREMENT	(1,302.00)
2916-283.00-729.000	WORKERS COMPENSATION	5.00
2916-283.00-730.000	UNEMPLOYMENT	17.00
2916-283.00-810.000	VISITING JUDGES	50,886.33
2916-283.00-818.004	ATTORNEY FEES-OTHER	(15,000.00)

DESCRIPTION: FY 24/25 VBRD 2ND GRANT AMENDMENT
 DATE: 12/10/2024
 GL # DESCRIPTION Increase/(Decrease)

2916-283.00-504.000	FEDERAL PARTICIPATION	38,581.33
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2916-283.00-725.000	OPTICAL INSURANCE	(14.00)
2916-283.00-726.000	DENTAL INSURANCE	(406.00)
2916-283.00-727.000	LIFE HEALTH INSURANCE	(346.00)
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2916-283.00-810.000	VISITING JUDGES	50,886.33
2916-283.00-818.004	ATTORNEY FEES-OTHER	(15,000.00)



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1603

Agenda Date: 1/8/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval of Genesee County's Technology Use Policy

BOARD ACTION REQUESTED:

Adopt the attached and updated technology use policy.

BACKGROUND:

Genesee County needs an updated technology use policy that addresses newer technologies and processes and encompasses various other fragmented policies. This policy updates the use of technology at Genesee County and replaces the content of current policies of: Internet Use, Laptop, Email and Computer Reutilization. These policies are requested to be eliminated.

DISCUSSION:

The Technology Use Policy outlines guidelines for the secure and efficient use of County-provided and approved devices, networks, and software. Overseen by the Chief Information Officer and IT Department, it applies to all employees, contractors, and authorized users. County-issued devices are required for work, while personal devices are limited to specific functions. Acceptable use mandates that County resources are primarily for official purposes, with limited personal use allowed under strict conditions. Cybersecurity measures, including mandatory annual training and MFA, are essential for protecting County data and systems. The policy also defines protocols for remote and hybrid work, requiring VPN use and adherence to all security standards.

IMPACT ON HUMAN RESOURCES:

Human Resources will use this new policy for onboarding.

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

Adopting this policy is a best practice amongst like organizations and aligns with the Long-Term Financial Stability priority.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan ("Board"), hereby adopts and authorizes the implementation of the attached Technology Use Policy ("Policy").

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

Attachment



XX.XXX: Technology Use Policy

Effective: xx/xx/yyyy – RES-XXXX-XXX

Purpose:

The purpose of this policy is to establish guidelines for the appropriate use of County-provided networks, computers, internet access, and devices, as well as personally owned devices used for County business. It aims to ensure secure, ethical, and efficient use of network resources and devices to promote productivity, protect sensitive data, and maintain the County's cybersecurity standards.

Authority and Responsibility:

This policy is authorized by the Board of Commissioners. The Chief Information Officer (CIO) is responsible for its implementation and oversight. The IT Department monitors compliance, provides training, and supports secure internet and device use.

Application:

This policy applies to all employees, contractors, and authorized users (hereafter referred to as "users") who use County-provided or approved personal devices, including computers, laptops, and devices. It governs the use of County network resources, data access, and software applications both on and off County premises.



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Definitions:

1. **User(s):** Any elected official, appointee, employee, contractor, vendor, volunteer or other authorized individual who accesses County systems, networks, devices, or data in the course of their work or services provided to Genesee County.
2. **Supervisor:** An employee's direct manager or departmental leader responsible for approving requests and ensuring compliance with County policies. In the case of non-employee users, this term refers to the employee responsible for overseeing the user's activities for the county.
3. **County-Approved:** Refers to tools, platforms, or processes that have been evaluated, authorized, and designated as acceptable for use by the County's IT Department.
4. **County-Issued:** Devices, tools, or resources provided to users by Genesee County, including but not limited to laptops, desktops, phones, software, and email accounts, for the purpose of performing job responsibilities. Only the County's IT Department is responsible for procuring and tracking.
5. **Sensitive Data:** Information classified as confidential or critical to County operations. This includes Personally Identifiable Information (PII), health records, legal documents, financial data, tax records, court records and other information that, if disclosed, could harm the County, its employees, or the public.
6. **Remote Work:** Refers to a work arrangement in which users perform their job duties and responsibilities from a location outside of the county's physical offices.
7. **Hybrid Work:** Hybrid work is an employee benefit that may be granted under limited circumstances to allow employees to perform some of their duties from home.

Policy:

1. Provided Technology and User Responsibilities

- a. Genesee County is committed to equipping its users with the technology and resources necessary to perform their duties effectively, securely, and efficiently. As part of this commitment, each user will be provided with a county email address, a computer, and a desk or softphone as required by their role. County-issued cell phones may be provided based on specific operational needs, determined by department requirements and approved by the Department Head. It is the County's intent to provide all users with the appropriate technology tools and resources needed to fulfill their responsibilities without requiring the use or purchase of personal technology.
- b. Users must only use County-approved devices and resources to conduct County business, ensuring compliance with applicable policies, safeguarding sensitive information, and maintaining a unified standard of technology and security.
- c. Users are prohibited from installing unauthorized software, applications, or browser extensions on County devices. All software requests must go through IT for approval.



2. County Issued Cell Phone Eligibility and Usage

- a. Cell phones and service may be provided to certain Genesee County users to conduct work related business. The user's Department Head will determine the need for a cell phone and must approve any requests for a cell phone.
- b. County cell phones may be assigned to users provided at least one of the following criteria is met. Simple convenience is not a criterion for cell phone need.
 - i. The job function of the user requires considerable time outside of their assigned office or work area and it is important to the County that they are accessible during those times.
 - ii. The job function of the user requires them to be accessible outside of scheduled or normal working hours.

Acquisition and Issuance

- c. All County provided cell phones are to be acquired through the IT Department. No other department is authorized to acquire county cell phones independently.
 - i. The cost of the cell phone, service and accessories will be the responsibility of the user's department.
 - ii. Cell phone and service providers shall be managed through the Genesee County IT Department.
 - iii. The IT Department will place all orders for cell phones, service and accessories. They will take delivery of the equipment and will notify the user when it arrives.
 - iv. The IT Department will provide the necessary orientation and training of the new equipment.

Loss of Business Need

- d. The Department Head or designee is responsible for notifying the IT department when the user no longer has a business need for a cell phone. Department Heads are responsible for notifying the IT department when the user terminates employment or contractual relationship with the County and for ensuring the user returns their cell phone and any accessories.
- e. Effective 12/31/2024 the county will no longer offer a cell phone stipend for using personal cell phones.

3. Bring Your Own Device (BYOD) Policy

- a. BYOD is strictly limited to personal cell phones. The use of personal laptops, tablets, or other devices for County business is prohibited unless authorized by the IT department. County-provided computers and devices are required for all work to ensure secure, compliant access to County resources.
- b. It is important to understand that personal device use is optional and at the user's own risk. The county is not responsible for the loss, theft, or any damage caused



to or by a personally owned device. In certain cases, the use of a personal device may bring the device into the scope of certain FOIA requests. If you have questions or concerns, please contact the IT Helpdesk prior to connecting your personal device.

- c. County business, communications, and data storage must not occur on personal devices including scanned images, pictures or videos.

4. Requesting Additional Technology Resources

- a. If a user identifies a legitimate technology need that is not met by their current County-issued resources:
 - i. **Discuss the Need with Your Supervisor:** Users must first bring the matter to their immediate supervisor. The supervisor will evaluate the request in the context of the user's job responsibilities and operational needs.
 - ii. **Submit a Formal Request to IT:** If the supervisor agrees that additional resources are necessary, the supervisor will assist the user in submitting a formal technology request to the County's IT department. Requests should include a clear explanation of the need, how the requested technology will enhance or support the user's duties, and any relevant supporting documentation.
 - iii. **IT Evaluation and Approval:** The IT department will review the request to ensure it aligns with the County's technology standards, cybersecurity requirements, and budgetary constraints. If approved, IT will provide the necessary technology or an alternative solution that meets the identified need.
 - iv. **See Policy:** IT Procurement Policy for more details

5. Multi-Factor Authentication (MFA) and Personal Device Use

- a. As part of the County's cybersecurity program, Multi-Factor Authentication (MFA) is required to access County systems and accounts. MFA provides an additional layer of security by verifying user identity through a trusted device, such as a smartphone. This practice helps protect sensitive County data and systems against unauthorized access.
 - i. **Purpose of MFA on Personal Devices:** The use of a personal device for MFA is strictly limited to identity verification. This does not constitute the use of personal technology for County operations.
 - ii. **Separation of County Work and Personal Device Use:** MFA apps, such as DUO and Microsoft Authenticator, installed on personal smartphones are limited to authentication functions only. MFA apps do not process any data or perform any function other than confirming identity.



- iii. **Security and Privacy Protections:** The County does not monitor or access any personal data on personal devices used for MFA. The MFA application operates independently and is solely used for identity verification.

6. Account Security and Password Management

- a. To protect County systems and sensitive information, all users must adhere to strict account security and password management practices.
 - i. **Account Integrity:** Users are prohibited from using any other individual's account or credentials. Each user must log in using their assigned account and ensure they are logged out when not actively using the system.
 - ii. **Password Confidentiality:** Users must not share their login credentials (passwords, PINs, or access codes) with any other individual, including coworkers, supervisors, or IT staff. Passwords are personal and confidential and must remain undisclosed to safeguard County resources.
 - iii. **Password Complexity Requirements:** Passwords must adhere to the requirements set by County IT and will be enforced when resetting a computer account password.
 - i) When creating a password for a cloud-based service, use a unique password that adheres to the following criteria: a minimum of 12 characters, must include both uppercase and lowercase letters, at least one number (0–9), and one special character (e.g., @, #, \$, %).
 - ii) It is recommended to use passphrases to create secure and memorable passwords, such as 'Gr3at!DayT@Work2024'.
 - iv. **Unique Password Requirements:** Users are required to create a unique password for each account they access. Reusing the same password across multiple accounts is strictly prohibited.
 - v. **Password Management Best Practices:** Passwords should not be written down, stored on paper, or saved in unsecured locations. Users are encouraged to use a password manager approved by IT Security to securely store and manage unique passwords.
 - vi. **Multifactor Authentication / SSO:** When available enable MFA for any account and notify County IT if the service offers Single Sign On (SSO) options to eliminate the need for additional passwords.
 - vii. **Compromised Password:** If a user suspects their password is compromised, the users should change their passwords and notify the IT department immediately.

7. Acceptable Use

The use of email, internet, and sensitive data must align with Genesee County's policies to ensure security, efficiency, and compliance with legal and operational standards. This section outlines acceptable use for these critical resources.



a. Email Acceptable Use

Official County Business

- i. County-provided email accounts must be used for all work-related communications.
- ii. Personal email accounts must never be used to conduct County business under any circumstances.

Professional and Appropriate Content

- iii. Emails sent from County accounts must reflect professionalism and adhere to County policies on respect and non-discrimination.
- iv. The use of County email for personal, political, or commercial purposes is prohibited.

Use of County Email for Accounts and Subscriptions

- v. Users may use their County email address to create user accounts for operationally necessary services, such as accessing work related tools, subscriptions, or resources related to their job responsibilities.
- vi. County email addresses may also be used to subscribe to industry-related newsletters, webinars, and professional development materials that align with County objectives.
- vii. County email addresses must not be used for personal purposes, such as shopping accounts, entertainment services, or unrelated social media platforms.

Email Signatures

- viii. Email signatures must be professional in appearance and follow the Genesee County Style Guide.
- ix. Signatures should include accurate and up-to-date information such as the user's name, title, department, and contact details.
- x. Personal quotes, slogans, or unrelated graphics are not permitted in County email signatures.

Attachments and Links

- xi. Users must exercise caution when opening email attachments or clicking on links, particularly from unknown or unverified sources.
- xii. If a suspicious email is received, it must be reported to IT immediately.

Email Retention and Records

- xiii. The County complies with all Federal, State and Local record retention requirements including FOIA. All emails received or sent from the County email system are deemed work related and may be subject to FOIA or legal requests.

b. Internet Acceptable Use

Work-Related Activities



- i. Internet use must be primarily for activities that support County operations, research, and job-related functions.
- ii. Users may access work-related tools, resources, and training via the internet.

Prohibited Activities

- iii. Accessing, downloading, or sharing inappropriate, illegal, or offensive content is strictly prohibited. This includes, but is not limited to, obscene, sexually explicit, discriminatory, or harassing material.
- iv. Users must not use the internet for gambling, gaming, or conduct personal business.

Cybersecurity Best Practices

- v. Users must avoid visiting untrusted websites and downloading unauthorized software or files to protect County systems from malware and other threats.

c. County Data Acceptable Use

Data Integrity and Confidentiality

- i. Users are responsible for safeguarding County data, ensuring it is only accessed by authorized individuals and used for official County business.
- ii. Access to sensitive data is strictly for official County use only. Any use of sensitive data outside of the scope of an user's job responsibilities is considered unauthorized and will not be tolerated.

Prohibited Use of Sensitive Data

- iii. Unauthorized access, sharing, or use of sensitive data—including but not limited to personal information, confidential records, or proprietary County information—is strictly prohibited.
- iv. Any unauthorized use of sensitive data may result in disciplinary action, up to and including termination of employment and legal action.

Data Storage

- v. County data must only be stored on approved systems, such as County network drives or authorized cloud services.
- vi. Storing County data on personal devices or unapproved platforms (e.g., personal cloud accounts) is strictly prohibited.

Data Sharing and Transmission

- vii. Users must use secure methods to share and transmit County data, such as encrypted email or County-approved file-sharing platforms.
- viii. Sharing County data via personal email, messaging apps, or unauthorized platforms is prohibited.

Incident Reporting

- ix. Users must inform IT immediately of any unauthorized access, loss, or misuse of data to limit harm and to initiate prompt remediation.



8. Personal Use and Misuse

- a. The use of County-provided technology, internet access, and devices is intended to support the operational needs of Genesee County. While limited personal use is permitted under specific circumstances, users must ensure their activities comply with the following guidelines to avoid misuse:

Acceptable Personal Use

b. Limited Personal Use

- i. Incidental and reasonable personal use of County devices, internet, and personal email is allowed during breaks or non-working hours, provided it does not interfere with County operations, reduce productivity, or violate County policies.

c. Appropriate Content and Activities

- i. Personal use must not involve accessing, downloading, or transmitting content that is inappropriate, illegal, or offensive. This includes, but is not limited to, obscene, sexually explicit, violent, discriminatory, or harassing content.

Prohibited Misuse

d. Excessive Personal Use

- i. Extensive or habitual use of County resources for personal purposes is prohibited. This includes streaming non-work-related media, gaming, or conducting non-work-related business activities on County time or using County resources.

e. Unauthorized Use of County Resources

- i. Users are prohibited from using County devices, software, or networks to perform work for personal gain, private businesses, or outside organizations unless explicitly authorized by County IT.

f. Illegal or Unethical Activities

- i. Engaging in illegal activities, such as hacking, pirating software, or accessing unauthorized systems, is strictly prohibited and will result in disciplinary action.
- ii. Users must not use County resources to promote political campaigns, solicitations, or personal causes unrelated to County business.

g. Personal Email and Social Media Misuse

- i. Personal email accounts and social media platforms must not be used for conducting official County business.
- ii. Users are prohibited from using County email addresses to sign up for personal services or accounts unrelated to County operations.



9. Approved Communication Channels

- a. All County-related communications must occur through County-approved communication channels, including County-provided email, messaging platforms, and phones. These channels are designed to ensure secure, consistent, and transparent communication that aligns with the County's operational and regulatory requirements.
- b. The use of personal email accounts, messaging apps, or personal cell phone numbers for conducting official County business is strictly prohibited. This policy ensures that all work-related communications are properly documented, easily retrievable, and compliant with legal obligations, such as Freedom of Information Act (FOIA) requests.
- c. **Social Media Use for County Business**
 - i. Users must not use personal social media accounts for official County communications or to conduct County business. Posts made on behalf of the County, including responses to public inquiries or dissemination of information, must be made through County-approved social media accounts managed by designated personnel or departments.
 - ii. The IT Department is responsible for reviewing and facilitating the establishment of any social media account. The IT department is designated as the social media record keeper and must be given access to the username and password established to manage any County social media page.
 - iii. Users authorized to post on County social media channels must adhere to the County's Social Media Policy to ensure professionalism, accuracy, and alignment with County values and goals.
- d. **Personal Social Media Use**
 - i. The County recognizes and respects users' right to use personal social media accounts outside of work. However, users are encouraged to act responsibly and professionally on social media platforms. Even when posting on personal accounts, users should be mindful that their statements and behavior may be perceived as reflecting on the County.
 - ii. While the County does not seek to restrict personal expression, users are advised to avoid content that could damage the County's reputation, disclose confidential information, or appear as an official statement from the County. If identifying as a County user on social media, users should include a disclaimer indicating that opinions expressed are their own and do not represent the views of Genesee County.

10. Data and Communication Integrity

- a. All users are reminded of the importance of maintaining the integrity of data and communications. County communications may be subject to the Freedom of



Information Act (FOIA) and other legal or regulatory requests. Therefore, it is imperative to only use County-approved communication methods for work-related interactions. This ensures that proper records are maintained, enabling the County to meet transparency, accountability, and compliance standards.

- b. Using only County-authorized email, messaging platforms, and communication channels ensures that communications are properly archived and available for retrieval if necessary. Personal email, messaging apps, or non-County-approved communication platforms are strictly prohibited for official County business.
- c. Failure to adhere to approved communication methods can lead to non-compliance with public records requests, legal obligations, and County policy. Any user found violating this section may face disciplinary action, as unauthorized communication may hinder the County's ability to meet legal requirements.

11. Remote and Hybrid Work Guidelines

- a. Genesee County supports the use of remote and hybrid work arrangements where operationally feasible and in alignment with the County's goals and the user's role. These arrangements are defined and governed as follows:

Remote Work

- b. Remote work refers to tasks performed outside of County buildings as part of the County's operational needs. Remote work arrangements are determined based on the role's requirements. This type of work is not discretionary but is dictated by the nature of the position and the department's needs.
 - i. Remote work is authorized for specific roles when working outside of County facilities is required to fulfill job duties.
 - ii. Users performing remote work must utilize a County-issued device and must access County resources exclusively through a County-approved Virtual Private Network (VPN) to ensure data security and compliance.
 - iii. Requests for remote work access or resources must be submitted by the user's supervisor directly to the IT Department for review and approval.

Hybrid Work

- c. Hybrid work is an employee benefit that may be granted under limited circumstances to allow employees to perform some of their duties from home. Hybrid work arrangements are not guaranteed and are dependent on departmental approval. These arrangements must align with the role's responsibilities and the department's operational needs.
 - i. Hybrid work is an optional benefit that may be offered to certain roles after a minimum of six months of employment.



- ii. Eligibility for hybrid work is contingent upon the role being pre-approved for hybrid arrangements by the employee's department. Certain roles may not be conducive to hybrid work based on operational requirements or the need for on-site presence.
- iii. Employees seeking hybrid work arrangements must have their supervisor submit a formal request to Human Resources (HR). HR will review the request to ensure it complies with County policy and determine if it aligns with the position's eligibility and department needs.
- v. **See Policy:** [Hybrid Work Policy](#) for more details

General Requirements

- d. Users working remotely or in a hybrid capacity must maintain the same level of productivity and professionalism as expected within the office.
- e. VPN access is mandatory for connecting to County systems and resources.
- f. Users must adhere to all County policies, including those related to data security, device use, and communication channels, while working remotely or in a hybrid environment.
- g. County-owned devices must be used for all County work unless explicitly authorized otherwise.
- h. The County reserves the right to modify or terminate remote or hybrid work arrangements if it is deemed to no longer meet operational needs or if the user fails to adhere to the outlined requirements.

12. Physical Security of Technology

To protect County-issued technology and ensure the security of sensitive data, users must adhere to the following guidelines for the physical security of devices:

Securing Devices When Not in Use

- a. County-issued devices, including laptops, cell phones, and tablets, must be securely stored when not in use.
- b. Devices must be locked (e.g., with a password, PIN, or biometric authentication) before being left unattended, even for short periods.

Prohibition on Leaving Devices in Vehicles

- c. Users must not leave laptops, tablets, or other County-issued devices in vehicles overnight or when unattended for any extended period.
- d. If transporting devices in a vehicle, users should store them out of sight, such as in a locked trunk, to reduce the risk of theft.

Unattended Technology



- e. When working remotely, users must ensure that County-issued technology is never left unattended in public spaces, such as cafes, libraries, or co-working environments.
- f. Users should maintain physical possession of their devices at all times while working in a non-secure location.

Awareness of Surroundings

- g. Users working remotely or in public spaces must ensure that their screen is not visible to unauthorized individuals, including those nearby or via surveillance cameras.
- h. Use a privacy screen or position the device to minimize visibility of sensitive information if working in areas where others might have a line of sight.

Additional Protective Measures

- i. Users are encouraged to use carrying cases or protective sleeves to prevent physical damage to laptops or tablets during transport.
- j. When storing devices at home, they should be kept in a secure and stable location, away from potential hazards such as pets, spills, or extreme temperatures.

13. Replacement and Reutilization

Genesee County is committed to ensuring that technology resources remain efficient, secure, and aligned with operational needs. To support this, the County has established the following guidelines for the replacement and reutilization of technology:

Technology Lifecycle Management

- a. All County-issued technology, including computers, laptops, mobile devices, and peripherals, will be evaluated periodically to determine whether they meet operational performance and security requirements.
- b. Devices nearing the end of their lifecycle, typically 3–5 years depending on usage and functionality, will be replaced proactively by the County IT Department to maintain operational efficiency and compliance with security standards.

Replacement Requests

- c. Users experiencing performance issues or device failures must report them to the IT Department. Replacement requests must be approved by the user's supervisor prior to being sent to IT.
- d. IT will review all performance issues and determine the appropriate manner to address the issue. This may include software cleanup, hardware and software



upgrades, or even recommendations to adjust workflow. Device replacement will be considered only if the device is out of life-cycle or all other solutions have been unsuccessful.

Return Equipment to IT Department

- e. All devices that are replaced must be returned to the IT Department for secure data wiping and inventory reconciliation.
- f. Upon termination of employment, change in role, or issuance of a replacement device, users must return all County-issued technology to the IT Department. Failure to return equipment may result in disciplinary action or financial liability.
- g. Departments must not retain or repurpose County-owned devices without explicit authorization.

Evaluation for Reutilization

- h. Devices returned to the IT Department will be evaluated for potential reutilization. If a device still meets performance and security standards, it may be reassigned to another user or department.
- i. Equipment unsuitable for reassignment will be decommissioned and disposed of in accordance with the County's IT asset disposal procedures.

Reassignment of Reusable Devices

- j. The IT Department will prioritize reassignment of reusable devices based on departmental needs and requests.
- k. Reassigned devices will be reset, updated with the latest software, and tested to ensure proper functionality before deployment.

Environmental Responsibility

- l. Technology that cannot be reused will be securely recycled or disposed of in compliance with environmental regulations and County sustainability initiatives.

14. Reporting Lost, Stolen, or Damaged Devices

- a. Any loss, theft, or damage of County-issued devices must be reported immediately to the IT Department and the user's supervisor. Timely reporting allows the County to secure data, track devices, and, if necessary, initiate a response to minimize security risks.
- b. Costs incurred for replacement or repair, due to normal course of business, will be the responsibility of the user's department.
- c. The user may be held responsible for any costs incurred for replacement or repair of equipment damaged through negligence or carelessness of said user. All replacement or repair requests are to be processed by the IT Department.



15. Mandatory Cybersecurity Training

- a. All users must complete annual cybersecurity training assigned by the County. This training ensures users remain informed about current security threats, best practices, and policies.
 - i. **Annual Training:** Annual training will be assigned near the start of each calendar year with a 30-day window to complete the training. New users granted access to County-issued technology resources will be assigned the current year's training at the time access is granted. For new users this will occur during the onboarding process.
 - ii. **Remediation Training:** Users may be assigned additional or remedial technology, compliance or cybersecurity training at any time throughout the year based on specific needs identified by their office or department, Information Technology or the County.
- b. Completion of cybersecurity training is mandatory for all users. Failure to complete assigned training within the designated period will result in immediate termination of access to County email, network resources, and computer systems.

16. Monitoring and Compliance

- a. The County reserves the right to monitor internet activity, device usage, and account access to ensure compliance with this policy and to protect the County's interests. Users should have no expectation of privacy on County-owned devices or when accessing County resources on personal devices.
- b. Non-compliance with this policy may result in disciplinary actions ranging from warnings to termination, depending on the severity and frequency of violations.

17. Conclusion

- a. This policy ensures that Genesee County maintains a secure, efficient, and responsible digital environment. By safeguarding sensitive data, reducing cybersecurity risks, and enforcing best practices, the County promotes a productive and secure culture among its users.
- b. This policy supersedes and replaces the prior Internet Use Policy, Email Policy, Cell Phone Policy, Laptop Policy, and Computer Reutilization Policy, effective immediately upon issuance.

**Amendment # 1 to Contract between Michigan Supreme Court
State Court Administrative Office
and 7th Circuit Court (Genesee County)
Contract No. SCAO-2023-087**

This Amendment Number 1 (the “First Amendment”) is entered into by and between the Michigan Supreme Court, State Court Administrative Office (the “SCAO”), P.O. Box 30048, Lansing, Michigan, 48909, and the 7th Circuit Court (Genesee County), 900 South Saginaw Street, Flint, MI 48502 (the “Provider”). (Collectively the SCAO and the Provider are the “Parties.”)

Recitals

1. The Parties entered into Contract Number SCAO-2023-087, effective May 10, 2023, (the “Original Contract”) under which the Provider agreed to operate a legal self-help center and provide legal self-help services in accordance with the SCAO Self-Help Center Grant Program guidelines (“Services”). Section 29, subsection 29.01 allows the Parties to mutually amend the original agreement.
2. This is the First such amendment of the Original Contract and is hereinafter referred to as the “First Amendment.”
3. The Parties now desire to enter into this First Amendment to extend the period of agreement (Section 2, subsection 2.01) and modify the submission dates of expenditure reports (Section 7, subsection 7.04).

In consideration of the foregoing premises and mutual promises set forth below, the Parties agree to modify the Original Contract to include the amended terms below, which constitute the First Amendment.

1. Subsection 2.01 of the Original Contract in Section 2, is amended and replaced in its entirety with the language below:

This Agreement shall commence upon the Effective Date, and terminate on December 31, 2024, unless an exception is explicitly granted by the SCAO.

2. Subsection 7.04 of the Original Contract in section 7, is amended and replaced in its entirety with the language below:

The Grantee must submit expenditure reports to SCAO on the dates listed below:

- July, 31, 2023
- October 31, 2023
- January 31, 2024
- June 14, 2024
- September 20, 2024
- January 17, 2025 (final report)

3. This First Amendment to the Original Contract will be effective only on the date it is signed by both Parties. If the Parties do not sign the First Amendment on the same date, the latest specified date will become the First Amendment's effective date.
4. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Provider, 7th Circuit Court (Genesee County), and SCAO have executed this First Amendment.

7th Circuit Court (Genesee County)

By: Barbara Menear
Barbara Menear
Title: Court Administrator

Date: 4/1/2024

STATE COURT ADMINISTRATIVE OFFICE

By: Elizabeth Rios - Jones
Elizabeth Rios-Jones
Title: Deputy State Court Administrator

Date: 4/3/2024

Amendment is ready for SCAO Authorizing official's signature.