

**AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND GENESEE HEALTH SYSTEM**

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 325 S. Saginaw St., Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and **GENESEE HEALTH SYSTEM**, whose principal place of business is located at 1040 W. Bristol Rd, Flint, MI 48507 ("Genesee Health System") (the County, Sheriff, and Genesee Health System together being the "Parties").

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
- 9. (a) Genesee Health System agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **\$478,886.00**. The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, Genesee Health System furnishes any equipment and/or supplies resulting in a reduced cost.

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

- (c) Genesee Health System is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.
 - (d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by Genesee Health System on receipt of the CFO's monthly statement.
 - (e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and Genesee Health System agrees to reimburse the County to the extent of the increased costs.
 - (f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. Genesee Health System agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to Genesee Health System, for the actual time period that officer is on assignment to Genesee Health System. Genesee Health System will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to Genesee Health System. The County will bill Genesee Health System annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from Genesee Health System.
 - (g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.
 - (h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit B to this Agreement and Genesee Health System declines to pay County for such additional costs.
10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to Genesee Health System on a monthly basis.
11. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Contract to conform with any new or revised legislation, rules and regulations to which Genesee Health System is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws.
12. General Provisions
- (a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services,

the Scope of Services (Exhibit A), and the Projected Budget (Exhibit B), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

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

Signatures Appear on Next Page

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

COUNTY OF GENESEE

GENESEE HEALTH SYSTEM

BY: Delrico Loyd, Chairperson

BY: Danis Russell, & CEO

Date: _____

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: _____