

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

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

and

OFFICE OF THE GENESEE COUNTY PROBATE COURT
900 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **"PROBATE COURT"**

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

Whereas, the PROBATE COURT is statutorily responsible for appointing a Guardian ad Litem for an unrepresented individual when a petition to appoint a guardian and/or a conservator is filed, and also provides statutorily required guardianship and conservatorship reviews when a guardian or conservator has been appointed; and

Whereas, the COUNTY and the PROBATE COURT previously entered into a Memorandum of Understanding for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Genesee County Senior millage wherein the PROBATE COURT provided these services on behalf of Genesee County resident senior citizens associated with the Genesee County Sheriff's Department Elder Abuse Program ("EAP"); and

Whereas, the COUNTY elects to continue to fund these Services from the Senior Millage.

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

A. PURPOSE:

This Memorandum of Understanding ("MOU") is entered into for the purpose of continued funding to the PROBATE COURT for its provision to qualified senior individuals residing in Genesee County of Guardian Ad Litem services and guardianship and conservatorship reviews in conjunction with the Genesee County Office of the Sheriff Elder Abuse and Exploitation Prevention Program funded by Genesee County Senior Millage dollars.

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

1. This MOU shall commence on October 1, 2025 and continue through September 30, 2026

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.
3. The PROBATE COURT will provide the COUNTY with monthly reports providing statistics regarding the use of the senior millage funded staff persons using the format provided in Attachment A, including the Monthly New Client Address Form that is in an Excel Format and is to be sent electronically each month. PROBATE COURT will also provide the County with a monthly breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
4. The PROBATE COURT agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.
5. The PROBATE COURT agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Department of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.
6. The PROBATE COURT agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.
7. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.
8. The PROBATE COURT is responsible for all SERVICES performed under this MOU. If a Subcontractor is used; the PROBATE COURT is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the services. The PROBATE COURT shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.
9. The PROBATE COURT shall provide to eligible Genesee County senior citizens the Services as governed by MCL §700.5303 and §700.5406, which require that a guardian ad litem (GAL) be appointed by the Probate Court when a petition to appoint a guardian and/or a conservator is filed and the subject of the petition (the proposed ward) is not represented by an attorney. The duties of the GAL are as listed in MCL §700.5305. The PROBATE COURT shall also provide to eligible Genesee County senior citizens the Guardianship/Conservatorship reviews as required under MCL §700.5309. The PROBATE COURT proposes to expend \$ 18,000.00 for contracted senior Guardian ad Litem Services (200 units at \$ 90.00 per unit) and to expend \$ 18,000.00 for contracted senior Guardianship Review Services (200 units at \$ 90.00 per unit). The remainder of the funding shall be directed toward county staff hours on eligible senior projects.

10. The COUNTY will transfer \$ 85,847.00 in monthly increments of \$ 7,153.91 from the Senior Millage Fund to the General Fund for the services as set forth in this MOU for FY – 2025 - 2026 by September 30, 2026.
11. The administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the “Contract Administrator”). The PROBATE COURT acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The PROBATE COURT agrees to provide a copy of all notices related to this MOU to the Contract Administrator.
12. Minor modifications of the work plan that do not require monetary adjustments in excess of \$ 29,999.99 may be approved by the Contract Administrator without further consultation with the County Board of Commissioners.

C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

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

Attachment B: Approved Budget FY – 2025 - 2026

COUNTY OF GENESEE

GENESEE COUNTY PROBATE COURT

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

By: HONORABLE JENNIE E. BARKEY
Presiding Probate Court Judge

Date

Date

Attachment A

Reporting Forms (Monthly Invoice Form & Monthly New Client Address
Report Form)

MONTHLY INVOICE and REPORT FORM

Agency: Genesee County Probate Court

Activity: Guardianship/Conservatorship Reviews

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

Activity Period: _____

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

Agency's Authorizing Signature: _____

Date: _____

- | | | |
|-----|--|---------------------|
| 1. | Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month. | |
| 2. | Cumulative number of clients served under this fiscal year. | |
| 3. | Total number of senior client account and inventory reviews by the Genesee County Probate Court during this month. | |
| 4. | Cumulative number of senior client account and inventory reviews by the Genesee County Probate Court during this fiscal year. | |
| 5. | Total number of GAL reports for Genesee County residents aged 60 years and older who were new clients during this month. | |
| 6. | Cumulative number of GAL reports for Genesee County residents aged 60 years and older who were new clients, during this fiscal year. | |
| 7. | Total number of guardianship reviews for Genesee County residents aged 60 years and older this month. | |
| 8. | Cumulative number of guardianship reviews for Genesee County residents aged 60 years and older, during this fiscal year. | |
| 9. | List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month. | |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| 10. | For each client included in item 1, email that person's address including street number & street name, city or village, and zip code. | Attach address list |

Date stamp: _____

Monthly 1/12 Payment: **\$7,153.92**

TOTAL PAYMENT: _____

Staff Reviewer's Initials: _____

Senior Services Signature

Lynn M. Radzilowski- Senior Services Director

Senior Millage Service Providers Client Addresses

Month & Year: _____

[illegible]

Attachment B

Approved Budget FY – 2025-2026

Proposed Budget

Genesee County Probate Court 2025-26

Service	Units	Unit Cost	Total
Guardian ad Litem Services	200	\$90	\$18,000
Guardianship Review Services	200	\$90	\$18,000
Audit/Review Accounts and Inventories			\$49,847
			\$85,847
