



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, April 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1544](#) Approval of Meeting Minutes - March 19, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1275](#) Genesee County Road Commission Discussion

VII. NEW BUSINESS

1. [RES-2025-1238](#) Approval to renew and enhance the CrowdStrike Falcon Cybersecurity Platform, not to exceed the cost of \$199,675.96, for the period of April 26, 2025 through April 25, 2026
2. [RES-2025-1364](#) Approval of a grant award from the Ruth Mott Foundation for the 2025 North Flint Public Safety Strategy, in the amount of \$390,000.00, for continuation of Keep Genesee County Beautiful program services; the budget for this grant is attached
3. [RES-2025-1400](#) Approval of a contract amendment with Michael Van Valkenburgh Associates, Inc. (MVVA), for the design and project administering services for the Chevy Commons Play Garden project, for a total contract amount not to exceed \$1,547,800.00

4. [RES-2025-1534](#) Approval of a Purchase Agreement for 452 S. Saginaw St. in an amount not to exceed \$300,000.00; the cost of this purchase agreement will be paid from account 2132-801.00-975.000

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1544

Agenda Date: 4/16/2025

Agenda #:

Approval of Meeting Minutes - March 19, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, March 19, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Avery called the meeting to order at 7:00 PM.

II. ROLL CALL

Present: James Avery, Beverly Brown and Shaun Shumaker

Absent: Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1314](#) Approval of Meeting Minutes - March 5, 2025

RESULT: APPROVED

MOVER: Beverly Brown

SECONDER: Shaun Shumaker

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1186](#) Approval of an agreement between Genesee County and Du-all Cleaning Inc., in an amount not to exceed \$1,513,646.34, to provide for janitorial services at various county-owned buildings; the cost of this three year agreement will be paid from the accounts listed

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Vice Chair Avery, Commissioner Brown and Commissioner Shumaker

Absent: Chairperson Flewelling and Commissioner Loyd

2. [RES-2025-1275](#) Genesee County Road Commission Discussion

RESULT: POSTPONED

MOVER: James Avery

SECONDER: Shaun Shumaker

Aye: Vice Chair Avery, Commissioner Brown and
Commissioner Shumaker

Absent: Chairperson Flewelling and Commissioner Loyd

VII. NEW BUSINESS

1. [RES-2025-1276](#) Forwarding to receive and file a copy of Genesee County's Parks & Recreation Commission 2024 Annual Report

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Beverly Brown

Aye: Vice Chair Avery, Commissioner Brown and
Commissioner Shumaker

Absent: Chairperson Flewelling and Commissioner Loyd

2. [RES-2025-1278](#) Approval of an agreement between Genesee County and SmartComm LLC., in an amount of \$464,913.42, for the purpose of the installation of stainless-steel showers in the Genesee County Jail; the cost of this agreement will be paid from the Capital Improvement Bond account 4018-255.06-975.001

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: Shaun Shumaker

Aye: Vice Chair Avery, Commissioner Brown and
Commissioner Shumaker

Absent: Chairperson Flewelling and Commissioner Loyd

3. [RES-2025-1285](#) Approval of an agreement between Genesee County and Granger Construction Company, in an amount not to exceed \$10,525,000.00, to provide for Phase 2 of the Flint River Restoration Project; the cost of this agreement is fully grant funded

RESULT: POSTPONED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Vice Chair Avery, Commissioner Brown and
Commissioner Shumaker

Absent: Chairperson Flewelling and Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:09 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1275

Agenda Date: 4/16/2025

Agenda #: 1.

Genesee County Road Commission Discussion



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1238

Agenda Date: 4/16/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: James Terry, Chief Information Security Officer

RE: Approval to renew and enhance the CrowdStrike Falcon Cybersecurity Platform, not to exceed the cost of \$199,675.96, for the period of April 26, 2025 through April 25, 2026

BOARD ACTION REQUESTED:

Approve to renew and enhance our CrowdStrike Cybersecurity platform not to exceed the cost of \$199,675.96, for the period of April 26th, 2025 through April 25th, 2026.

BACKGROUND:

Genesee County Information Technology is looking to consolidate cybersecurity protection and response services by moving from our current outside Security Operation Center vendor by renewing and expanding our service agreement with our existing endpoint detection vendor. This consolidation will renew our current EDR subscription (\$93,000 annually), replace our SOC (\$65,000 annually) while providing additional security functionality and services.

Additional Services Include:

MFA for account elevation (required for Cyber Insurance)

MFA for remote access accounts

Better telemetry on computer and network activity

AI driven security analysis and recommendations

Automated Vulnerability and Security Assessments

24/7 security monitoring with remote detection and response capabilities

Identity risk monitoring and response capabilities

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

Renewal cost of CrowdStrike (\$93,000) is included in IT budget for FY25. IT will reallocate budgeted security related expenses of \$115,000 to two vendors budgeted in FY25 to ensure this increased expense to this one vendor does not require any additional funding. Expense will be applied to 1010-228.01-933.001

For FYE 25, \$85,860.66 will be charged to account 1010-228.01-933.001 and \$113,815.30 will be charged to 1010-000.00-123.000 Prepaid expenses

For FYE 26, the \$113,815.30 will be moved from 1010-000.00-123.000 Prepaid expenses to 1010-

228.01-933.001.

Quote uses Michigan Master Computing Program Contract (Software Only) part of Michigan MiDEAL Contract

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

IT will replace the existing SOC with CrowdStrike. This implementation will offer enhanced visibility and security across the county network.

CONFORMITY TO COUNTY PRIORITIES:

This solution will simplify monitoring and management of end point security and Identity protection. Reducing the administrative burden to secure and monitor our cybersecurity posture throughout the year, increasing our cybersecurity staff's efficiency.

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 Chief Information Security Officer to authorize a Purchase Order to SHI International Corp for the purchase of a CrowdStrike Falcon Cybersecurity platform, at a total cost not to exceed \$200,000.00 for the period commencing April 26, 2025, through April 25, 2026, to be paid from the following accounts as indicated, is approved:

- \$85,860.66 from account 1010-228.01-933.001 for FY25;
- \$113,815.30 from account 1010-000.00-123.000 for FY25; and
- \$113,815.30 to be transferred from account 1010-000.00-123.000 to account 1010-228.01-933.001 for FY26;

(a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Public Works Committee of this Board).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2025

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS:
INSURED CrowdStrike, Inc. 150 Mathilda Place, Suite#300 Sunnyvale, CA 94086	INSURER(S) AFFORDING COVERAGE INSURER A: American Guarantee and Liability Ins Co INSURER B: Zurich American Insurance Company INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1190883638**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLA 9706748-01	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	GLA 9706748-01	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL: \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		N	AUC 973662801	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 9706753-01	9/15/2024	9/15/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County, MI is included as an additional insured under a blanket endorsement on the Commercial General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**Genesee County, MI
Attn: Risk Management Department
1101 Beach Street, 3rd Floor
Flint MI 48502

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2024

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 Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203	CONTACT NAME: Juddih Luu PHONE (A/C, No. Ext): E-MAIL ADDRESS: CertRequests@ajg.com	FAX (A/C, No):
INSURED CrowdStrike, Inc. 150 Mathilda Place Suite 300 Sunnyvale CA 94086	INSURER(S) AFFORDING COVERAGE INSURER A: American Guarantee and Liability Ins Co INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 26247 16535

License#: 0D69293
CROWHOL-01**COVERAGES****CERTIFICATE NUMBER:** 156208530**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA9706748-01	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA 9706748-01	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL: \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 9736628-001	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 9706753-01	9/15/2024	9/15/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2024

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.

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PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com CN116148609--Cyber-24-25	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 26883
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COVERAGES **CERTIFICATE NUMBER:** NYC-011652338-09 **REVISION NUMBER:** 3

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber / Privacy Liability E&O			01-416-84-35	07/15/2024	07/15/2025	LIMIT 10,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only

CERTIFICATE HOLDER

CrowdStrike, Inc.
150 Mathilda Place, Suite 300
Sunnyvale, CA 94086

CANCELLATION

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

Marsh USA LLC

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PRODUCER

AON RISK SERVICES NORTHEAST, INC.
1600 Summer Street 6TH Floor
Stamford, CT 06905-4907

PHONE (203) 326-7530

FAX (203) 326-7510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A XL Specialty Insurance Company

COMPANY

COMPANY

COMPANY

COMPANY

INSURED

Crowdstrike Holdings, Inc.
150 Mathilda Place
Suite 300
Sunnyvale, CA 94086 USA

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICTED, 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

CO LT	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIREATION DATE (MM/DD/YY)	LIMIT						
	GENERAL LIABILITY					GENERAL AGGREGATE	\$					
	<div>COMMERCIAL GENERAL LIABILITY</div> <div><div></div> CLAIMS MADE <div></div> OCCUR</div>					PRODUCTS-COMP/OP AGG	\$					
						PERSONAL & ADV INJURY	\$					
						EACH OCCURRENCE	\$					
						FIRE DAMAGE (Any one person)	\$					
						MED EXPERIENCE (Any one person)	\$					
						HIRED & NON OWNED LIABILITY	\$					
						DEDUCTIBLE (Per Occurrence)	\$					
						AUTOMOBILE LIABILITY						
						<div>ANY AUTO</div> <div>ALL OWNED AUTOS</div> <div>SCHEDULED AUTOS</div> <div>HIRED AUTOS</div> <div>NON-OWNED AUTOS</div>					COMBINED SINGLE LIMIT	\$
BODILY INJURY (PER PERSON)	\$											
BODILY INJURY (PER ACCIDENT)	\$											
PROPERTY DAMAGE	\$											
GARAGE LIABILITY					AUTO ONLY-EA ACCIDENT						\$	
<div>ANY AUTO</div> <div></div> <div></div>					OTHER THAN AUTO ONLY							
					EACH ACCIDENT						\$	
					AGGREGATE	\$						
UMBRELLA LIABILITY					EACH OCCURRENCE	\$						
<div>UMBRELLA FORM</div> <div></div> <div>OTHER THAN UMBRELLA FORM</div>					AGGREGATE	\$						
	WORKERS CO MPENSATION AND EMPLOYER S LIABILITY					<div></div>	WC STATU- TORY LIMIT [] OTH					
	<div>THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:</div> <div><div></div> INCL</div> <div><div></div> EXCL</div>					EL EACH ACCIDENT	\$					
						EL DISEASE-POLICY LIMIT	\$					
						EL DISEASE-EA EMPLOYEE	\$					
A	OTHER: CRIME		ELU197549-24	06/12/2024	06/12/2025	EACH OCCURRENCE	\$1,000,000					
						AGGREGATE	\$1,000,000					
						PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$1,000,000					

SPECIAL CONDITIONS / OTHER COVERAGES: Evidence of Coverage Only.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WITHIN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services



Pricing Proposal
Quotation #: 26028674
Created On: Apr-02-2025
Valid Until: Apr-25-2025

MI-County of Genesee

James Terry

Phone: (810) 257-3007

Fax:

Email: JTerry@geneseecountymi.gov

Senior Inside Account Manager

Travis Oberweis

290 Davidson Avenue

Somerset, NJ 08873

Phone: 888-764-8888

Fax:

Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Falcon Complete Flex (Commercial or EU) CrowdStrike - Part#: FC.CS.SOLN.FLEX Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$62.22	\$87,108.00
2	Threat Graph Standard CrowdStrike - Part#: CS.TG.STD Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
3	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
4	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
5	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
6	Falcon Complete Subscription CrowdStrike - Part#: CS.FALCOMPS.SVC Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
7	Falcon Device Control	1400	\$2.22	\$3,108.00

CrowdStrike - Part#: CS.DEVICE.SOLN
Contract Name: Michigan Master Computing Program Contract (Software Only)
Contract #: 071B6600113
Coverage Term: Apr-26-2025 – Apr-25-2026

8	Falcon Firewall Management CrowdStrike - Part#: CS.FIREWALL.SOLN.MSSP Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$3.33	\$4,662.00
9	Falcon Adversary OverWatch Endpoint CrowdStrike - Part#: CS.AOW.SVC Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$0.00	\$0.00
10	Falcon Complete: Complimentary CID CrowdStrike - Part#: CS.FALCOMPONBC.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1	\$0.00	\$0.00
11	Identity Threat Protection Complete Bundle CrowdStrike - Part#: CS.ITPC.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1282	\$21.98	\$28,178.36
12	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1282	\$0.00	\$0.00
13	Identity Threat Protection Complete Upgrade CrowdStrike - Part#: CS.ITPCU.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1282	\$0.00	\$0.00
14	Falcon Exposure Management Upgrade CrowdStrike - Part#: CS.EXPOMANUP.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$7.78	\$10,892.00
15	Falcon Next-Gen SIEM Additional Ingestion CrowdStrike - Part#: CS.NGSIEMG.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	20	\$844.44	\$16,888.80
16	Falcon Next-Gen SIEM 180 Day Retention CrowdStrike - Part#: CS.NGSIEM180D.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	30	\$68.89	\$2,066.70
17	Falcon Complete Next-Gen SIEM Upgrade CrowdStrike - Part#: CS.NGSIEMC.SOLN	30	\$666.67	\$20,000.10

Contract Name: Michigan Master Computing Program Contract (Software Only)
Contract #: 071B6600113
Coverage Term: Apr-26-2025 – Apr-25-2026

18	Falcon Search Retention - 180 days CrowdStrike - Part#: CS.FSR.180.SOLN Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1400	\$10.00	\$14,000.00
19	Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: Apr-26-2025 – Apr-25-2026	1	\$12,772.00	\$12,772.00
			Total	\$199,675.96

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

This CrowdStrike order is non-cancellable and non-refundable

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

The following bullets apply to all CrowdStrike items on this quote:

Your use of the products and services is governed by the end user terms and conditions located at:
<https://www.crowdstrike.com/terms-conditions> unless you and CrowdStrike have otherwise executed a different agreement
For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1364

Agenda Date: 4/16/2025

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a grant award from the Ruth Mott Foundation for the 2025 North Flint Public Safety Strategy, in the amount of \$390,000.00, for continuation of Keep Genesee County Beautiful program services; the budget for this grant is attached

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to accept a grant from the Ruth Mott Foundation for the North Flint Public Safety Strategy 2025, for continuation of Keep Genesee County Beautiful program services, in the amount of \$390,000.00.

BACKGROUND:

Grant funds will support activities in City of Flint parks including park adoption, neighborhood cleanup support, cultivating our community gateways, technical assistance and fundraising support related to parks groups.

DISCUSSION:

This grant supports the employment of one full-time employee and up to five seasonal staff who provide services to City of Flint parks.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds to be deposited into account 2085-788.00-674.029.

No match.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Acceptance of this grant continues services to residents of Flint, promotes community growth, and encourages a healthy, livable, safe community.

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 Parks and Recreation Director to authorize accepting the North Flint Public Safety Strategy 2025 grant from the Ruth Mott Foundation, in the amount of \$390,000.00 to be deposited into account 2085-788.00-674.029, to fund the Keep Genesee County Beautiful program services, with no match requirement, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to sign the award letter on behalf of Genesee County, and the Chief Financial Officer is directed, as necessary, to amend the budget lines associated with this project.



March 18, 2025

Patrick Linihan
Director
Genesee County Parks and Recreation Commission
5045 Stanley Rd.
Flint, MI 48506

Dear Patrick Linihan:

On behalf of the Board of Trustees of the Ruth Mott Foundation, it is my pleasure to inform you that a general project support grant to Genesee County Parks and Recreation Commission in the amount of \$390,000 has been approved for North Flint Public Safety Strategy 2025. The grant period is 4/1/2025 to 3/31/2026.

Conditions

- The grant will be paid upon receipt and approval of the prior final report (request ID 3477) due on 10/31/2025 and this signed letter.

Use of Funds

- The grantee agrees to use funds in accordance with the attached approved budget. The Ruth Mott Foundation must approve variances that exceed both \$1,000 and 20% over the budget line item amount 30 days in advance of the expenditure. Expenses related to any unapproved variances will be the responsibility of the grantee. Any unspent funds at the end of the grant period (over \$100) must be returned, so please talk with your program officer in advance if it appears funds may remain near the end of the grant. Grant period extensions should be requested 30 days in advance.
- The grantee warrants that funds will only be used for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. No goods or services have been or will be provided to the Foundation or any of its trustees, officers, or family members.
- If the grantee's tax-exempt status changes or if funds are not used for the purposes described in your proposal, the Foundation reserves the right to have all remaining grant funds immediately returned. The Foundation also reserves the right to terminate the grant if the grantee is unable to carry out its purposes or breaches the terms of this grant agreement.

Communication

- The grantee will furnish to the Foundation any information concerning a change in the grantee’s tax-exempt status. The Foundation will also be informed of any significant changes or updates regarding the program or the organization.
- The Foundation encourages grantees to make announcements of grants upon return of the signed commitment letter and to make mention of the Ruth Mott Foundation. However, we require the opportunity to read and approve in advance all publications, press releases, online communications, or other public announcements that make mention of the Ruth Mott Foundation and/or this grant award.

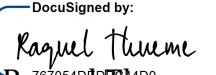
Reporting

- The grantee will provide a final report within one month of the end of the grant. Details of what should be included in the report are attached.

Please acknowledge your agreement with the terms of this letter by signing and returning a copy as soon as possible.

The Ruth Mott Foundation is proud to support your mission. Your program officer will continue to be available as a resource to you throughout the life of this grant. Thank you for your good work!

Sincerely,

DocuSigned by:

Raquel Thueme
President

Accepted By

Name of President/CEO:	_____
Signature of President/CEO:	_____
Date Signed:	_____
Name of Board Chair:	_____
Signature of Board Chair:	_____
Date Signed:	_____

Attachments

- Reporting requirements
- Approved budget

Reporting Requirements

Final Report Due Date: **4/30/2026**

You will be required to submit a final to the Foundation. The final report should include the items below:

- A Narrative Report that includes the specific items listed in Section One below.
- A Financial Report showing how grant funds were spent compared to the approved budget. See Section Two below for specific requirements.

Section One

The following items must be included in the narrative report:

1. An overview of the primary activities conducted during the program, including park adoption, neighborhood cleanup supports, Cultivating Our Community Gateways, technical assistance, fundraising support related to parks groups, and support provided to the City of Flint around park-related American Rescue Plan Act investments.
2. The total number of volunteers by ZIP code for each type of activity.
3. Grant outcomes:
 1. Community members are outside more often (measured by surveys).
 2. Public space is well-maintained and inviting (measured by surveys on involvement in a neighborhood clean-up or beautification/garden project and the property ratings of adopted parks.)
4. Key program observations and lessons learned for the future.
5. A description of plans to sustain the program beyond the Ruth Mott Foundation's support and a summary of all fund development efforts.

Section Two

The following items must be included in the financial report:

- a. Actual expenditures against the approved budget by line item for the reporting period. In the case of unspent funds, please explain the variance between the total funding received and the total approved budget.
- b. Summary of all approved variances that occurred during the grant.
- c. Summary of all cash and in-kind project support received during the reporting period. Please identify source, amount, and any relevant restrictions.

Please contact your program officer if you have questions regarding your final report.

Approved Budget	Approved Amount
General Project Support	\$390,000

GENESEE COUNTY PARKS & RECREATION COMMISSION
 BUDGET ADJUSTMENT
 KGCB 3.26

9.30.25

GL #	DESCRIPTION	Increase/(Decrease)
<hr/>		
2085-788.00-674.029	LOCAL CONTRIBUTION	390,000.00
2085-788.00-702.000	SALARIES - FT	68,450.00
2085-788.00-704.000	SALARIES - SEASONAL	144,000.00
2088-788.00-709.000	SOCIAL SECURITY	16,559.00
2085-788.00-713.000	OVERTIME	4,000.00
2085-788.00-718.000	MEDICAL INS	3,168.00
2085-788.00-723.000	POST RETIREMENT	2,400.00
2085-788.00-725.000	OPTICAL	50.00
2085-788.00-726.000	DENTAL	880.00
2085-788.00-727.000	LIFE	460.00
2085-788.00-728.000	RETIREMENT	5,796.00
2085-788.00-729.000	WORKERS COMP	430.00
2085-788.00-752.000	SUPPLIES	4,750.00
2085-788.00-850.000	TELEPHONE	5,500.00
2085-788.00-851.000	POSTAGE	400.00
2085-788.00-864.001	PROGRAMMING	119,057.00
2085-788.00-939.000	RENT	9,600.00
2085-788.00-910.004	TRAINING	3,000.00
2085-788.00-978.000	EQUIPMENT	1,500.00

GRANT PERIOD 4.1.25 - 3.31.26

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
KGCB 3.26
9.30.25

GL #	DESCRIPTION

2085-788.00-674.029	LOCAL CONTRIBUTION
2085-788.00-702.000	SALARIES - FT
2085-788.00-704.000	SALARIES - SEASONAL
2088-788.00-709.000	SOCIAL SECURITY
2085-788.00-713.000	OVERTIME
2085-788.00-718.000	MEDICAL INS
2085-788.00-723.000	POST RETIREMENT
2085-788.00-725.000	OPTICAL
2085-788.00-726.000	DENTAL
2085-788.00-727.000	LIFE
2085-788.00-728.000	RETIREMENT
2085-788.00-729.000	WORKERS COMP
2085-788.00-752.000	SUPPLIES
2085-788.00-850.000	TELEPHONE
2085-788.00-851.000	POSTAGE
2085-788.00-864.001	PROGRAMMING
2085-788.00-939.000	RENT
2085-788.00-910.004	TRAINING
2085-788.00-978.000	EQUIPMENT

GRANT PERIOD 4.1.25 - 3.31.26

ON

Increase/(Decrease)

390,000.00
68,450.00
144,000.00
16,559.00
4,000.00
3,168.00
2,400.00
50.00
880.00
460.00
5,796.00
430.00
4,750.00
5,500.00
400.00
119,057.00
9,600.00
3,000.00
1,500.00



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1400

Agenda Date: 4/16/2025

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a contract amendment with Michael Van Valkenburgh Associates, Inc. (MVVA), for the design and project administering services for the Chevy Commons Play Garden project, for a total contract amount not to exceed \$1,547,800.00

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of an amendment to the contract with Michael Van Valkenburgh Associates, Inc. (MVVA), for the design and project administering services for the Chevy Commons Play Garden project, for a total contract amount not to exceed \$1,547,800.00.

BACKGROUND:

The original Professional Services Contract with MVVA was adopted per RES-2024-272.

Through the Schematic Design phase and costing, changes in the scope and budget of the Chevy Commons Play Garden project were agreed upon by the State Park project partners, including the addition of a bathroom and expansion of the project area for integrated passive lawn area, better separation of play zones, improved navigability and connection to the surrounding park.

DISCUSSION:

The changes require bringing on additional consultants and adjusting the scope and fee. This amendment requires an increase of \$655,800.00, for a total contract amount not to exceed \$1,547,800.00.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

To be paid from account 2088-770.32-801.028.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of this amendment will increase services and opportunities to residents and visitors of Flint and Genesee County, promoting public health and safe 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 by the Parks and Recreation Director to authorize amending the Professional Services Contract between Genesee County and Michael Van Valkenburgh Associates, Inc., said amendment being necessary for additional consultants and adjusted project scope of the Chevy Commons Play Garden project, and to increase the total contract cost to an amount not to exceed \$1,547,800.00 to be paid from account 2088-770.32-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.

**PROFESSIONAL SERVICES CONTRACT
WITH MICHAEL VAN VALKENBURGH ASSOCIATES, INC.
FOR RFP #23-342 – DESIGNING & PROJECT ADMINISTERING SERVICES FOR
CHEVY COMMONS PLAY GARDEN**

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 **Michael Van Valkenburgh Associates, Inc. (MVVA)**, a New York Corporation, whose principal place of business is located at **16 Court Street, 11th floor, Brooklyn, New York 11241** (the “Contractor”) (the County and the Contractor together, the “Parties”). All references to “Contractor” shall refer to the “Landscape Architect.”

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 27, 2024**, and shall be effective through completion of the project (the “Initial Term”).

1.2 Extension Terms

None.

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$892,000.00**. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

- 3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. 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 **Barry June**, or designee (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. **Representations**

The Contractor represents 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 representations.

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, to the extent that the Contractor is found liable for a breach of this Contract be a final, binding judgment, 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, to the extent that the Contractor is found liable for a breach of this Contract be a final, binding judgment, 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. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. 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.

11. 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".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered Instruments of Service, and the ownership of all rights, including the copyright, shall remain with the Architect. The Architect shall provide the County with a perpetual, royalty-free license to use the Instruments of Service for purposes of completing the project for which they were developed, provided that the County complies with its payment obligations hereunder. In the event that the County uses or modifies the Instruments of Service without the participation of the Architect, the County shall release the Architect from and against all claims arising out of such modification or use.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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:

- a. 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.

- b. 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.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from third party judgments, any and all claims, damages, or liability, including defense costs, to the extent arising out of the Contractor's negligent performance of the Services. Contractor's duty to indemnify the County and/or the Architect's liability to the County for negligent errors or omissions in the performance of the Architect's Services, shall be limited to the amounts payable under the insurance coverages required by this Contract. The Parties expressly waive indirect, special or consequential damages arising out of this Contract or any damages caused by MVVA's employees while 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.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – Insurance Checklist

17.1.4. Exhibit C – The Contractor’s Budget

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.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 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.

17.6 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. Parties agree to mediation precedent to litigation.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

MICHAEL VAN VALKENBURGH
ASSOCIATES, INC.

By: A.P. Seck

Name:

Title:

Date: 2/28/2024

COUNTY OF GENESEE

By: James Avery

James Avery, Chairperson

Board of County Commissioners

Date: 4/8/24

EXHIBIT A

Description of the Services

The Consultant shall design and administer the construction of a play garden, approximately 3 acres in size, for Chevy Commons, 800 W. Kearsley St., Flint, MI 48503. Chevy Commons was transformed in recent years from a vacant Brownfield site into a nationally recognized 67-acre park that includes walking trails and low-maintenance grasslands, meadows, and wetlands. In 2022, Chevy Commons was announced as a defining feature of a newly established state park in Flint & Genesee County.

The play garden will provide an outdoor environment for play inspired by nature of an unrivaled regional quality that will both draw new visitors and expand use for existing visitors. Whereas the existing Chevy Commons landscape provides a network of non-motorized trails for pedestrians and cyclists to circulate the park, the new play garden will offer a gathering place within the park. Creating a renowned gathering place for natural play requires thinking beyond playground equipment. The design will not only create play spaces, but it will also:

- i. consist of play features inspired by nature
- ii. engage children of all ages in natural play
- iii. stimulate children physically and cognitively
- iv. provide for parent and caretaker use and observation across the play garden
- v. integrate elements that honor Flint's history and context

The design will be guided by three key principles: nature, novelty, and connectivity, as outlined below.

- **Nature.** The play garden is inspired by nature to engage children of all ages in natural play. All aspects of design – layout, equipment, materials, landscaping, etc. draw from and point to the natural world.
- **Novelty.** Create an experience that is unique to Chevy Commons. Design a one-of-a-kind gathering place for natural play that is enjoyable for children, parents, and caretakers of all ages and draws families from across the region and beyond.
- **Connectivity.** The play garden is connected to and complimentary of the broader Chevy Commons landscape, adjacent amenities and improvements, and Flint's specific history and context.

The Planning & Design work will position the project for construction by delivering design plans, specifications and special provisions, landscape architecture design, and all bid documents necessary for this project. The Planning & Design phase is expected to be completed within 12 months of project commencement. The construction administration work will commence upon the release of the construction bid and will conclude once all construction work has been completed.

General

1. The Scope of Services consists of performing to the satisfaction of the Commission:
 - a) The preparation of design plans
 - b) Specifications
 - c) Special provisions
 - d) All bid documents necessary for this project to be advertised for bids to the satisfaction of the Michigan Department of Natural Resources (MDNR).
 - e) All surveying, testing and field investigation necessary to ascertain existing conditions to complete the design of this project.
 - f) On-site construction observation, preparation of construction paperwork, construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards.
2. The Consultant or its sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or its sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission) and check and/or test them prior to use in carrying out this work.
3. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
4. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.
5. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices listed in the above reference material and any other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

Consultant shall perform all necessary design, surveying, engineering design, final engineering, preparation of specifications, drawings for construction, budgeting, bidding documents, securing site plan and construction plan approvals, bidding assistance, and construction administration services.

Documents to include, but not limited to, location map, all specifications for paving and grading, soils and aggregates for earthwork, underground storm drainage and

surface water drainage, lighting and electrical service, playground safety surfacing, asphalt or concrete paving, concrete curbs, gutter and sidewalks, and pavement marking. Consultant shall visit the site and become familiar with the project before submitting a proposal.

All cost arising from the field survey(s), investigations, presentations and meetings/conferences with the county, and documentation of same, shall be included in the Cost Proposal.

Special Notes:

1. This play garden will be constructed on a former industrial site that has a Due Care Plan in place with the Environmental Protection Agency.
2. All construction must occur above the designated "Cap" of the former industrial site and should be done in coordination with the cap engineers - Wade Trim
3. Some portions of the area may occur in a floodway of the Flint River. Care should be taken in the design to minimize obstruction of the floodway. Permits for construction in this area must be obtained from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Design Phase:

The successful Consultant shall perform fieldwork and provide a survey in sufficient scope to accomplish the project, prepare budget, complete construction contract documents and submit them for review and acceptance by the County and any other review agencies. The construction plans shall be prepared in AutoCAD for reproduction and all drawings shall conform to standard State practices. Construction plans shall be accompanied by supplementary specifications prepared in Microsoft Word.

Plans and design calculations shall be submitted for review/comments by the Commission, prior to final submission. After incorporating the review comments in the plans, a final submittal shall be made. An electronic version of the plans and specifications, as well as the final submission documents (PDF with signatures) shall be provided to the Commission upon completion.

Bidding and Construction Services (Construction Administration):

During this phase, as required by the Commission, the Consultant will perform the following:

1. Provide bidding documents and clarifications during the bidding period
2. Review working drawings
3. Attend a preconstruction meeting
4. Provide onsite inspection and observation as required to ensure project is constructed as designed.

Payment:

Progress of work and invoices shall be furnished to the County. Payment after completion of final plans, shall be limited to 90% of the agreed cost. The remaining 10% shall be paid after substantial completion of all construction work if the Consultant is providing construction administration services.

EXHIBIT B
Insurance Checklist

(attached as a separate attachment)

EXHIBIT C

Contractor's Projected Budget

Feasibility Study to Develop Geotechnical and Environmental Scope	\$12,000
Play Garden	
Schematic Design	\$90,000
Design Development	\$230,000
Construction Docs & Bidding	\$260,000
Construction Administration	\$230,000
Expenses	
Reimbursable Expenses	\$60,000
Site Survey prepared by NFE \$9,000	
Total:	\$892,000

Permits (each) by NFE \$1,500

Reimbursable Expenses

Any reimbursable project expenses will be billed as accrued. The reimbursable project expenses will include long distance telephone calls, postage, local and long-distance couriers, photography, photocopying, reprographics, and project supplies, including in and out of house printing, and model-making supplies. Reimbursable expenses also include travel related expenses for trips to the project site to include airfare, accommodations, meals, local ground transportation, and miscellaneous per diem expenses as required.

Additional Services

The County shall pay the Architect at hourly rates of its own personnel and/or the amount billed to the Architect by its engineers and other consultants, for services performed at the County's request which are outside of the scope of basic services described in the Contract, including but not limited to services provided in connection with changes made at the County's request which are either inconsistent with prior approvals by the County or due to failures of performance by the County or its contractors; services necessitated by changes in the project's scope, size, quality, budget or schedule; preparing for or attending a public hearing or legal proceeding; or providing construction phase services 60 days after substantial completion of the work.

Overall Proposed Cost Overview:

Work Performed	Proposed Cost
Planning and Design	\$632,000
Construction Observation	\$260,000

April 2nd 2025

Patrick Linihan
Genesee County Parks
5045 E. Stanley Road
Flint, Michigan 48506

Amendment to Professional Services Contract for RFP #23-342 for the Chevy Commons Play Garden

Dear Patrick,

Through the Schematic Design phase and costing, some significant changes in the scope and budget of the Chevy Commons Play Garden project were agreed upon between the design team led by Michael Van Valkenburgh Associates, inc. (MVVA) and the core leadership team at Genesee County Parks (GCP). These changes, which are described below, require bringing on additional consultants and adjusting the scope and fee from the original design contract that was executed on April 8th, 2024.

Bathroom Architecture Scope

Bathrooms were not included in the original RFP, MVVA design proposal, or executed contract. Through discussions during the schematic design phase, the client and design team agreed that a bathroom was important to include and that an architecture team should be brought on as subconsultants to MVVA. After exploring a few options, InToto Studio was selected by MVVA and GCP leadership based on their relevant local experience and high-quality work. InToto Studio has provided a proposal that includes structural, civil, environmental and MEP consultants for design services from concept through construction. Through conversation with GCP, the design team understands that the structure shall contain two toilet rooms with three stalls each, a family toilet room, storage for miscellaneous supplies, and a mechanical room with controls for park elements such as water, irrigation and lighting. The structure will

be climate controlled for three seasons of use and is anticipated to be roughly 800 square feet in size. It is understood that additional features are also desired if the budget can accommodate them, including a roof canopy for refuge, a vending area, and a bike repair station. GCP has set the target construction budget for the bathroom at \$800,000, which is the budget on which the design proposal is based.

Play Area Project Scope and Budget Changes

The construction budget defined for the project in the RFP was five million dollars, which is what MVVA and its subconsultants used as a basis for the initial design proposal in June of 2022. In the Schematic Design phase (August to November of 2024), MVVA worked closely with the client team to develop a design that meets the project goals while working with the site's features and constraints (see Exhibit 1: Schematic Design Plan). This included expanding the project area from the RFP's anticipated 3 acres to approximately 5.5 acres to allow for integrated passive lawn area, better separation of play zones, improved navigability and connection to the surrounding park. The schematic design was costed by an estimator which MVVA brought on as a subconsultant at the client's request and which was not included in the initial contract. The estimate for the schematic design (which did not include the restroom) was \$10,236,976. GCP leadership gave the design team direction to proceed with the design as drawn and costed, which with the additional \$800,000 architecture budget is understood to cost roughly \$11m. As per standard practice, MVVA and its subconsultants have recalculated fees based on the expanded scope and higher construction budget that was established through the Schematic Design phase, costing, and client decision-making process.

List of Exhibits:

1. Fee Table
2. List of Subconsultants

3. Approved Schematic Design Plan

4. Contract Revision Signature Page

MVVA appreciates the opportunity to work with Genesee County Parks on this transformative project for the greater Flint community. Please reach out if there are any questions or concerns.

Sincerely,

John Ohly

Associate Principal, Michael Van Valkenburgh Associates, inc.

EXHIBIT I

Fee Table

Phase	Original Contract Fee	Revised Fee	Delta
SD:	\$90,000	\$92,500	\$2500
Env. Feasibility	\$12,000	\$0*	-\$12,000
DD:	\$230,000	\$407,140	\$177,140
CDs:	\$260,000	\$502,150	\$242,150
Bidding and Negotiation:	\$0	\$27,600	\$27,600
CA	\$230,000	\$442,110	\$212,110
Total Fee	\$822,000	\$1,471,500	\$649,500
Expenses (NTE):	\$60,000	\$66,000	\$6,000
Survey	\$9,000	\$10,300	\$1,300
Total Contract Amount	\$891,000	\$1,547,800	\$656,800

Permits (each) by NFE \$1,500 per original proposal

* The geotechnical feasibility phase in the original proposal has been factored into the environmental engineer's DD phase scope.

EXHIBIT 2

List of Subconsultants

The Chevy Commons Play Garden Design Team:

<i>MVVA</i>	Landscape Architecture
<i>Nowak and Fraus Engineers * *</i>	Civil Engineering
<i>NTH Consultants * *</i>	Environmental/Geotech
<i>TYLin Silman Structural Solutions</i>	Structural Engineering
<i>Olsson</i>	Soils Consulting
<i>WC3 Irrigation Design</i>	Irrigation Design
<i>Matrix Consulting Engineers * *</i>	MEP and Lighting Design
<i>Abundant Playscapes</i>	Play Consulting
<i>Vermuelens *</i>	Costing
<i>InToto Studio *</i>	Architecture
<i>Resurget Engineering *</i>	Structural Engineering (Architecture)

* Added to the team after SD

**Engineering consultants with scope under the architects in addition to their scope for the larger project

EXHIBIT 3

Approved Schematic Design



EXHIBIT 4

Contract Revision Signature Page

IN WITNESS WHEREOF, the Parties have caused the professional services contract for RFP#23-342- Designing and Project Administration Services for Chevy Commons Play Garden- between Michael Van Valkenburgh Associates Inc. and County of Genessee to be amended by their duly authorized agents.

Michael Van Valkenburgh Associates, Inc

County of Genessee

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

AMENDMENT #1
MICHAEL VAN VALKENBURGH ASSOCIATES, INC. (MVVA)
FOR CHEVY COMMONS PLAY GARDEN PROJECT

This Amendment is effective April 23, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Michael Van Valkenburgh Associates, Inc., a New York Corporation, whose principal place of business is located at 16 Court Street, 11th floor, Brooklyn, New York 11241 (the "Contractor") (the Contractor and the County together, the "Parties"). All references to "Contractor" shall refer to the "Landscape Architect."

WHEREAS, the Parties executed a Professional Services Contract, RES-2024-272 (the "Agreement 1"), pursuant to which the Contractor would provide design and project administering services for the Chevy Commons Play Garden project, in an amount of \$892,000.00, effective March 27, 2024 through completion of the project; and

WHEREAS, the Parties wish to amend the Professional Services Contract to change the scope to include a bathroom and expansion of project area, and budget for an increase of \$655,800.00, for a revised total contract amount not to exceed \$1,547,800.00; and

WHEREAS, changes in the scope and budget of the Chevy Commons Play Garden project were agreed upon by the State Park project partners.

NOW THEREFORE, the Parties agree as follows:

1. Paragraph 3 (Compensation) is amended to increase the total amount to be paid to Contractor from \$892,000.00 to an amount not to exceed \$1,547,800.00; and
2. Paragraph 2 (Scope of Work) and Exhibit A are amended to include a bathroom and project area as explained in Contractor's amendment request.
3. The remaining terms of the agreement remain unchanged and in full effect.

MICHAEL VAN VALKENBURGH
ASSOCIATES, INC.

COUNTY OF GENESEE

By:_____

By:_____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date:_____

Date:_____



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1534

Agenda Date: 4/16/2025

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Joshua Freeman, Director of Administration

RE: Approval of a Purchase Agreement for 452 S. Saginaw St. in an amount not to exceed \$300,000.00; the cost of this purchase agreement will be paid from account 2132-801.00-975.000

BOARD ACTION REQUESTED:

Approval of a purchase agreement for 452 S. Saginaw St to be used for MSU-Extension

BACKGROUND:

MSU-Extension was formally located in the GCCARD building on N. Saginaw St. When Genesee County sold the building, MSU-E relocated to a temporary facility. Since that time, they have attempted to find a permanent home that will meet their programming needs.

DISCUSSION:

In searching for a permanent location, MSU-E determined that it would be more cost effective to purchase a building instead of entering a long-term lease. The Crim Fitness Foundation is in the process of moving from their current location and entered discussions with MSU-E about the possible purchase of their space in the Land Bank Center. Using fund balance from the MSU-E millage, Genesee County will purchase the building on behalf of MSU-E and charge back to the millage, on an annual basis, any costs associated with building operations.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The MSU-E millage has sufficient fund balance to make this purchase. The purchase will be paid from account 2132-801.00-975.000.

IMPACT ON FACILITIES:

This purchase will have limited impact on Facilities.

IMPACT ON TECHNOLOGY:

There will be limited impact on Technology.

CONFORMITY TO COUNTY PRIORITIES:

This purchase furthers the Board of County Commissioners' commitment to the long-term financial

stability of the County. In purchasing this building, we are reducing costs so that limited resources can be redirected to services for residents.

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 Director of Administration to authorize entering into a purchase agreement between Genesee County and the Crim Fitness Foundation for the purchase of the condominium unit property located at 452 South Saginaw Street in Flint, Michigan, to be used as the permanent home for the MSU-Extension and its programming, at a cost of \$300,000.00 to be paid from account 2132-801.00-975.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the purchase agreement and any necessary transfer documents, and the Chief Financial Officer is directed to record the attached budget amendment.

PURCHASE AGREEMENT

By signing this purchase agreement (Agreement), **CRIM FITNESS FOUNDATION**, whose address is 452 S. Saginaw Street, Flint, MI 48502 (Seller), and **GENESEE COUNTY**, whose address is 1101 Beach Street, Flint, MI 48502 (Purchaser), agree to sell and purchase the following real estate located in the City of Flint, Genesee, Michigan, described as follows:

Unit 1, LAND BANK CENTER CONDOMINIUM, according to the Master Deed recorded as instrument no. 200706050047986 Genesee County Records, and designated as Genesee County Condominium Subdivision Plan No. 406, together with rights in general common elements and limited common elements, as set forth in the above-described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel Identification No. 41-18-107-020

commonly known as 452 S. Saginaw Street, Flint, MI 48502 (the Property), together with all improvements and appurtenances, if any, now on the Property, with Purchaser to pay the sum of Three Hundred Thousand Dollars \$300,000.00 (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

1. **Sale.** Seller agrees to deliver the usual warranty deed conveying marketable title on tender of the Purchase Price, subject only to easements, building and use restrictions, encumbrances, and zoning ordinances, all of record, and calendar year 2025 real estate taxes not yet due and payable as of the date of the warranty deed. Payment of the Purchase Price is to be made in cash, title company check, or bank cashier's check.

2. **Evidence of title.** As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible a commitment for title insurance issued by Cislo Title (or a similar national title insurance company acceptable to both parties) (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title to the Property in Purchaser's name.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued will be without standard exceptions. It will also be recertified and updated at the closing of this transaction as of the date of the closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents to eliminate the "gap" period between the date of the title commitment and the closing of this transaction. Seller will also arrange to provide Purchaser with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

3. **Title objections.** If objection to the title is made in the commitment for title insurance or based on a written opinion of Purchaser's attorney that the title (including the zoning classification of the Property) is not in the condition required for performance under this Agreement, Seller, at Seller's option, will have 30 days from the date Seller is notified in writing of the particular defects claimed either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Purchaser's attorney's opinion or (2) to refund the

deposit in full termination of this Agreement. If Seller is able to comply with these requirements or remedy the defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Purchaser agrees to complete the sale within 14 days after receipt of a revised commitment or endorsement to commitment, subject to any other contingency in this Agreement. If after reasonable efforts Seller is unable to furnish satisfactory title within the time specified, the deposit will be refunded immediately in full termination of this Agreement, unless Purchaser elects to proceed with the sale accepting the title as Seller is able to convey.

4. Taxes and prorated items. All taxes and assessments that have become a lien on the land as of the date of closing will be paid by Seller, except that (a) all current property taxes will be prorated and adjusted between Seller and Purchaser as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 will be treated as if paid for the period December 1 through the following November 30); and (b) Purchaser will be responsible for the payment of all property taxes falling due after the closing without regard to lien date. Current homeowners, subdivision, or condominium association dues and assessments, if any, will also be prorated between Seller and Purchaser as of the date of closing on a due-date basis. Seller will pay the cost of all utilities and service charges through and including the date of transfer of possession and occupancy to Purchaser.

5. Closing. Closing will take place at the office of the Title Company, Purchaser's lender, or broker. If closing takes place anywhere other than the office of the Title Company, Seller will arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing will take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Purchaser's lender, if any, to close. However, closing will occur not later than May 1, 2025. Seller will provide a complete package of every document (other than loan documents) to be executed by Purchaser to Purchaser's attorney within 48 hours of closing.

6. Payment of fees and closing costs. Purchaser will pay all closing fees and all costs associated with recording the required deed and any loan documents. The parties agree that the Title Company will prepare the required deed and closing documents necessary to complete this transaction, that the Title Company will conduct the closing, and that the cost of same, together with any settlement or disbursement fee, will be borne by Seller. Seller will pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties will execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

7. Possession. Unless otherwise agreed to in writing by the parties, Seller will deliver possession of the Property to Purchaser at closing.

8. Purchaser's contingencies. Purchaser's obligations under this Agreement will be contingent on satisfactory inspections of the Property (by Purchaser or Purchaser's representatives), including, by way of example but not limitation, the soil, ground water, and other components of the Property, at Purchaser's sole option and expense, within 30 business

days after Purchaser's receipt of an accepted copy of this Agreement from Seller. If Purchaser, in Purchaser's sole discretion, is not satisfied with the results of the physical inspections for any reason, Purchaser will notify Seller in writing within 7 business days after the expiration of the 30-day inspection period. If the inspection (or inspections) or tests are not satisfactory to Purchaser, on receipt of written notice, Seller will immediately refund to Purchaser all sums deposited by Purchaser under this Agreement and this Agreement will be terminated and of no further force and effect. If no written objection is made by Purchaser within the stated period, this inspection contingency will be deemed to be waived by Purchaser and the parties will proceed to closing in accordance with the terms of this Agreement.

9. Seller's representations. Seller represents and warrants to Purchaser as follows:

- a. There is no pending litigation affecting all or any part of the Property or Seller's interest in the Property.
- b. There are no uncorrected violations of any building codes and regulations, health codes, or zoning ordinances affecting the Property or the use or enjoyment of the Property.
- c. There are no undisclosed or latent defects affecting the Property and the improvements on the Property other than as set forth and identified on the Seller's Disclosure Statement.
- d. There are no unrecorded interests of any persons or entities in and to the Property whatsoever (including but not limited to easements, profits, and licenses).
- e. There are no easements above the surface, at grade, or subsurface other than utility easements of record that would affect or interfere with Purchaser's use and enjoyment of the Property as determined by Purchaser.
- f. Access to the Property is by public road.
- g. The Property does not lie within a 100-year flood plain.
- h. There are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.
- i. The Property is zoned residential or will otherwise permit construction of a new home.

These representations and warranties will survive the closing of this transaction.

10. Legal description. Purchaser and Seller acknowledge and agree that the legal description for the Property will be as set forth in the commitment for title insurance to be obtained by Seller and furnished to Purchaser pursuant to this Agreement.

11. Purchaser's default. In the event of material default by Purchaser under this Agreement, Seller may, as Seller's sole option, declare a forfeiture under this Agreement and retain the deposit as liquidated damages that will be Seller's sole and exclusive remedy under this Agreement.

12. **Seller's default.** In the event of material default by Seller under this Agreement, Purchaser may, at Purchaser's option, elect to enforce the terms of this Agreement, demand and be entitled to an immediate refund of the entire deposit in full termination of this Agreement, or pursue any other legal or equitable remedies available to Purchaser.

13. **Binding agreement.** This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

14. **Acknowledgment.** Buyer acknowledges that this is a condominium unit and buyers have had a full opportunity to inspect all condominium documents and is fully aware of all of the provisions of the condominium agreement.

15. **Time of the essence.** Time is of the essence of this Agreement, except that Purchaser may waive this provision for the purpose of curing title defects.

16. **Brokers.** Seller acknowledges and agrees that notwithstanding the fact that the real estate broker may be operating as a purchaser's agent, all commissions due and owing to real estate brokers will be paid by Seller.

17. **Entire agreement.** The parties agree that this Agreement contains the entire agreement between Seller and Purchaser and that there are no agreements, representations, statements, or understandings that have been relied on by the parties to this Agreement that are not stated in this Agreement.

18. **All agreements in writing.** The parties agree that this Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Purchaser.

19. **Sale contingency.** This Agreement is contingent on the closing of the sale and purchase of Purchaser's address located at 1101 Beach Street, Flint, Michigan 48502, on or before June 1, 2025. Seller may continue to market the Property for sale (with disclosure of the existence of this Agreement and sale contingency to any offeror), and, if an offer is made for the purchase of the Property, Seller will notify Purchaser of the offer and Purchaser will have 72 hours from the time and date of Seller's notice either to waive this contingency and proceed to closing or to exercise this contingency and terminate this Agreement.

20. **Date of execution.** The date of execution of this Agreement will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date of execution by their signatures below, the date of execution will be the date on which Seller actually signed the document.

IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BY THEIR SIGNATURE.

ACCORDINGLY, Seller and Purchaser have executed this Agreement as of the date written below.

Dated this _____ day of _____ 2025

PURCHASER:

GENESEE COUNTY

By:

Its

Dated this _____ day of _____ 2025

SELLER:

CRIM FITNESS FOUNDATION

By: Lauren Holaly-Zembo

It's Chief Executive Officer

DESCRIPTION: Amendment for purchase of building

GL #	Description	Increase/(Decrease)
2132-801.00-975.000	BUILDING	300,000.00

APPROVED BY: _____

DESCRIPTION: Amendment for purchase of building

GL #	Description	Increase/(Decrease)
2132-801.00-975.000	BUILDING	300,000.00

APPROVED BY: _____