



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

AMY ALEXANDER
COORDINATOR

GOVERNMENTAL OPERATIONS COMMITTEE

Monday, May 8, 2017, 9:00 a.m.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES – April 24, 2017

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

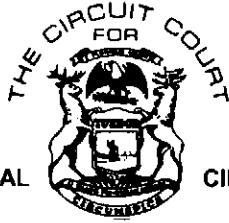
- A. G050817VIIA: Circuit Court: Request approval to apply for the Byrne JAG grant and the Michigan Drug Court Grant Program – Attached
- B. G050817VIIB: Probate Court: Request approval of overnight travel for Sam Olson (Court Administrator/Register) and Angela Westfall (Office Manager) to attend the 2017 Michigan Probate & Juvenile Registers Association (MPJRA) Summer Conference for the period of June 28-30, 2017 in Traverse City, MI at a cost not to exceed \$758.60 – Attached
- C. G050817VIIC: Probate Court: Request approval of overnight travel for the Honorable F. Kay Behm to attend the 2017 Michigan Probate Judges Association (MPJA) Conference for the period of June 25-27, 2017 in Grand Rapids, MI at a cost not to exceed \$508.00 – Attached
- D. G050817VIID: Prosecuting Attorney: Request approval of overnight travel for up to three (3) assistant prosecuting attorneys to attend the Prosecuting Attorneys Association of Michigan "Visual Trial School 4.0" for the period of June 26-28, 2017 in Traverse City, MI at a cost not to exceed \$450.00 – Attached
- E. G050817VIIE: Prosecuting Attorney: Request approval to enter into an additional 18 month subcontract with the City of Flint Police Department to carry out the prosecutorial duties outlined in the City's Sexual Assault Kit Initiative grant from the U.S. Department of Justice -- Attached

F. G050817VIIF: Controller's Office: Request approval of June 2017 overtime requests – Attached

G. G050817VIIG: Office of the Sheriff: Request approval of renewal of City of Flint and Genesee County Agreement for operation of Flint Holding Facility by Genesee County Sheriff FY 2016-2017 – Attached **(ROLL CALL VOTE REQUESTED)**

VIII. OTHER BUSINESS

IX. ADJOURNMENT



THE SEVENTH JUDICIAL

CIRCUIT OF MICHIGAN

RICHARD B. YUILLE
CHIEF JUDGE

GENESEE COUNTY DRUG COURT
630 S. SAGINAW ST. · FLINT, MICHIGAN 48502
PHONE: (810) 424-4412 · FAX: (810) 257-3602

SUSAN JOHNSON
SUPERVISOR

MEMORANDUM

TO: Bryant Nolden, Chairperson

Governmental Operations Committee

FROM: Susan Johnson, Drug Court Supervisor

RE: Byrne JAG Grant, Michigan Drug Court Grant Program


Grant Application Request

DATE: 4-25-17

The Drug Court programs are seeking to apply to the above grants for a continuation of funding for FY17-18. The amount requested will be similar to the previous years grants – \$420,000. and \$148,000. Respectively. The deadlines for the grants are 6-2-17. Attached is information about opening time frames for the above grants.

No match is required from the county.

Thank you for your review and anticipated approval.


MICHIGAN COURTS

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Funding Opportunities

Current Funding Opportunities

All currently posted opportunities appear below. The Application Deadline indicates the due date for the application submission. You will be unable to submit your application after this date.

Click on the title to open the Funding Opportunity summary.

Click on the column headers to sort list of Opportunities.

ID	Agency	Program	Opportunity Title	Application Deadline
09892	Michigan Courts	Certification	State Court Administrative Office Adult Drug, DWI, Hybrid, and Family Dependency Drug Court Certification	06/02/2017
09922	Michigan Courts	Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) CFDA 16.738	Fiscal Year 2018 Federal: Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) - CFDA 16.738	06/02/2017
09918	Michigan Courts	Michigan Drug Court Grant Program (MDCGP)	Fiscal Year 2018 Michigan Drug Court Grant Program (MDCGP)	06/02/2017
09920	Michigan Courts	Michigan Drug Court Grant Program (MDCGP)	Fiscal Year 2018 Michigan Drug Court Grant Program (MDCGP) JUVENILE PROGRAMS	06/02/2017
09938	Michigan Courts	Michigan Drug Court Grant Program (MDCGP) - Planning Grant	Fiscal Year 2018 Michigan Drug Court Grant Program (MDCGP) ***Planning Application***	06/02/2017
09963	Michigan Courts	Michigan Mental Health Court Grant Program (MMHCGP)	Fiscal Year 2018 Michigan Mental Health Court Grant Program	05/05/2017
09965	Michigan Courts	Michigan Mental Health Court Grant Program - Planning Grant (MMHCGP-PG)	Fiscal Year 2018 Michigan Mental Health Court Grant Program - Planning Grant	05/05/2017
09962	Michigan Courts	Michigan Mental Health Court Regional Grant Program (MMHCGP-Regional)	Fiscal Year 2018 Michigan Mental Health Court Regional Grant Program (MMHCGP) - Regional	05/05/2017
09952	Michigan Courts	Michigan Veterans Treatment Court Grant Program (MVTGCP)	Fiscal Year 2018 Michigan Veterans Treatment Court Grant Program	05/05/2017
09923	Michigan Courts	Office of Highway Safety Planning (OHSP) - Planning CFDA 20.601	Fiscal Year 2018 - Federal: Office of Highway Safety Planning (OHSP) ***Planning Application*** - CFDA 20.601	06/02/2017
09937	Michigan Courts	Office of Highway Safety Planning (OHSP) CFDA 20.601	Fiscal Year 2018 - Federal: Office of Highway Safety Planning (OHSP) CFDA 20.601	06/02/2017
09924	Michigan Courts	OHSP-RDWI	Fiscal Year 2018 Federal Office of Highway Safety Planning Regional DWI Court Grant Program (OHSP-RDWI) - CFDA 20.601	06/02/2017
09925	Michigan Courts	Regional DWI Courts	Fiscal Year 2018 Michigan Regional DWI Court Grant Program	06/02/2017
09931	Michigan Courts	Swift and Sure Sanctions Probation Program (SSSPP)	Fiscal Year 2018 Swift and Sure Sanctions Probation Program	05/05/2017

WebGrants - Michigan Courts

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STATE OF MICHIGAN
GENESEE COUNTY PROBATE COURT

Richard B. Yuille, Chief Judge of Probate
Jennie E. Barkey, Presiding Judge of Probate
F. Kay Behm, Judge of Probate
Assigned to the Family Division of Circuit Court



Samuel A. Olson, Administrator/Probate Register
Telephone: (810) 257-3528
Fax: (810) 257-2713

900 S. Saginaw Street, Room 502
Flint, Michigan 48502

To: Commissioner Bryant Nolden, Chairperson
Governmental Operations Committee
Genesee County Board of Commissioners

From: Sam Olson, Probate Court Administrator/Register

Date: April 19, 2017

RE: 2017 Michigan Probate & Juvenile Registers Association Conference

The Genesee County Probate Court is respectfully requesting authorization for travel, overnight lodging, and use of a county automobile to allow Sam Olson (Court Administrator/Register) and Angela Westfall (Office Manager) to attend the 2017 Michigan Probate & Juvenile Registers Association (MPJRA) Summer Conference in Traverse City, Michigan. The conference is being held June 28-30, 2017.

The costs for the conference are detailed as follows:

Registration Fee:	\$200 (\$100 per person)
<u>Lodging:</u>	<u>\$558.60 (\$139.65 per room, per night at Great Wolf Lodge)</u>
Total:	\$758.60

Please find attached the following in furtherance of this request:

- 1) MPJRA Conference Letter regarding 2017 Summer Conference; and
- 2) 2017 MPJRA Conference Agenda

Thank you for your time and consideration in this matter.

Attachments

**EXECUTIVE BOARD
EX OFFICIO MEMBERS**

Theresa Nelson, President
Clinton County

Mary Haskamp, 1st Vice President
Kalamazoo County

Jasmin Beery-Lansdale, 2nd Vice President
Eaton County

Amy Beardsley, Secretary
Newaygo County

Janie Diegel, Treasurer
Tuscola County

MICHIGAN PROBATE AND JUVENILE REGISTERS' ASSOCIATION

**EXECUTIVE BOARD
MEMBERS AT LARGE**

Laura Plachta
Isabella County

Cindy Rude
Calhoun County

Veronica Stillson
Van Buren County

March 28, 2017

Dear Members and Friends:

I am very excited to invite you to the 2017 MPJRA Summer Conference, which will be held at the amazing Great Wolf Lodge in Traverse City, Michigan, from June 28th through the 30th.

Please find enclosed the following very important documents: Conference Registration form, Conference Agenda, Directory Update form, Retiree form, Slate of Officers form, and MPJRA Bylaw changes. We are asking that the registration forms are returned to Treasurer, Janie Diegel, no later than May 15, 2017.

You are now able to make your hotel reservations through the link: <http://greatwolf lodge.com> or by calling 1-866-962-9653, reservation code 1706MPJRA. If you plan on submitting a check you will want to make your reservations over the phone as the resort fee will initially be applied and later waived, but the hotel reservation desk will be able to give you the exact amount of your stay. Please note that all reservations need to be completed by May 29, 2017, to get the reduced rate that was offered to the MPJRA group.

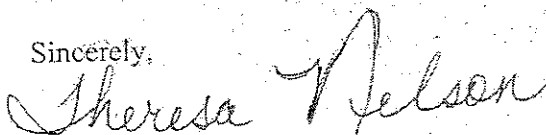
Casual attire is appropriate. Please keep in mind that classroom temperatures cannot always be easily adjusted to meet everyone's needs, so please dress for your personal comfort.

As always, breakfast will be provided on Thursday and Friday mornings, as well as the lunch banquet on Thursday. This year on Wednesday evening the Second Vice President, Jasmin Beery-Lansdale, is hosting a 'Meet and Greet' for all attendees. We hope to see you there. Also this year we will have several past summer conference items on sale on Friday.

The Executive Board and the Planning Committee have been working extra hard to make this summer conference a success, and I would like to thank everyone for all that you have done throughout this past year. It has been an honor to serve as President of this board and I would like to thank everyone for their support and help this past year.

I hope to see you all in June!

Sincerely,



Theresa Nelson
MPJRA President

MICHIGAN PROBATE AND JUVENILE REGISTERS ASSOCIATION
2017 ANNUAL CONFERENCE
TRAVERSE CITY, MICHIGAN
WEDNESDAY, JUNE 28, 2017
AGENDA

11:00 – 1:00	Registration – White Pine Ballroom Lobby Terry Beagle, Saginaw County, Jasmin Beery-Lansdale, Eaton County, Janie Diegel, Tuscola County
1:00	Plenary Session – White Pine Ballroom Lobby
1:00	Welcome, Theresa Nelson, MPJRA President
1:15	Opening Remarks, Hon. Melanie D. Stanton, Grand Traverse County Probate Court
1:30	Business Meeting, Theresa Nelson, MPJRA President
2:00	Keynote Speaker: Court Support Staff Kickoff, Julia Norton, SCAO; Records, Policy, & Procedures Certification Training, Cindy Rude, Calhoun County Probate Court, & Kevin McKay, Kent County District Court
4:00	Questions & Answers, Theresa Nelson, MPJRA President
5:30	Meet & Greet, Bonfire Area Hosted by: Jasmin Beery-Lansdale, MPJRA 2nd Vice President

MPJRA PROBATE SESSION – THURSDAY, JUNE 29, 2017 – TRAVERSE CITY, MICHIGAN

7:30 – 8:30	Breakfast, White Pine Ballroom		
8:00 – 9:00	Registration, Lindsey Pline, Clinton County		
	White Pine Ballroom		
9:00 – 10:30	SCAO Updates Robin Eagelson, SCAO		
10:30 – 10:45	Break		
	Fallen Timber A	White Pine Ballroom	Fallen Timber B
10:45 – 12:15	Weird & Wacky: Jasmin Beery-Lansdale, Eaton Co. Kelley James-Jura, Cass County	Ms, NGRI, Kevin's Law: Jill Koney Daly, Oakland County	CZ, Estate, & Trust Files: Michael McClory, Wayne County
	White Pine Ballroom		
12:30 – 1:45	Lunch Banquet Hosted By : Mary Haskamp, MPJRA Vice President		
	Fallen Timber A	White Pine Ballroom	Fallen Timber B
2:00 – 3:30	Weird & Wacky: Jasmin Beery-Lansdale, Eaton Co. Kelley James-Jura, Cass County	Ms, NGRI, Kevin's Law: Jill Koney Daly, Oakland County	CZ, Estate, & Trust Files: Michael McClory, Wayne County
	White Pine Ballroom		
3:30 – 4:30	Questions & Answers, Mary Haskamp, Kalamazoo County, & Craig Monette, Muskegon County		
5:00	Dinner: On your own		

MPJRA JUVENILE SESSION – THURSDAY, JUNE 29, 2017 – TRAVERSE CITY, MICHIGAN

7:30 – 8:30	Breakfast, White Pine Ballroom			
8:00 – 9:00	Registration, Lindsey Pline, Clinton County			
9:00 – 10:30	Northwest Territory A	Northwest Territory B	Timberview	
	Neglect/Abuse & Juvenile Guardianships (forms, JG subsidy, funding, retention, confidentiality, services, appeals, etc) Noah Bradow & Casey Anbender, SCAO	Collections (best practices, resources, etc) Julia Norton, SCAO	Michigan State Police (CHR, fingerprints, consent, reporting, updates, etc) Todd Self, MSP	
10:30 – 10:45	Break			
10:45 – 12:15	Northwest Territory A	Northwest Territory B	Timberview	
	Neglect/Abuse & Juvenile Guardianships (forms, JG subsidy, funding, retention, confidentiality, services, appeals, etc) Noah Bradow & Casey Anbender, SCAO	Adoptions (recap of MJJ training, updates, forms, questions) Robin Eagleson, SCAO	Michigan State Police (CHR, fingerprints, consent, reporting, updates, etc) Todd Self, MSP	
	White Pine Ballroom			
12:30 – 1:45	Lunch Banquet Hosted By : Mary Haskamp, MPJRA Vice President			
2:00 – 3:30	Northwest Territory A	Northwest Territory B	Timberview	
	Delinquency (forms, competency, transfers, file retention, etc) Noah Bradow, SCAO	Adoptions (recap of MJJ training, updates, forms, questions) Robin Eagleson, SCAO	Secretary of State (charges vs. record, abstracting, corrections, reports, etc) Lee Ann Gaspar, SOS	
5:00	Dinner: On your own			

MICHIGAN PROBATE AND JUVENILE REGISTERS ASSOCIATION
 2017 ANNUAL CONFERENCE
 TRAVERSE CITY, MICHIGAN
 FRIDAY, JUNE 30, 2017
 AGENDA

7:30 – 8:30	Breakfast, White Pine Ballroom
9:00	Plenary Session – White Pine Ballroom
9:00	Closing Remarks, Mary Haskamp, MPJRA President
9:15	Keynote Speaker: Workplace Professionalism, Ed Zobeck, SCAO
11:30	Close of Conference

STATE OF MICHIGAN
GENESEE COUNTY PROBATE COURT

Richard B. Yuille, Chief Judge of Probate
Jennie E. Barkey, Presiding Judge of Probate
F. Kay Behm, Judge of Probate
Assigned to the Family Division of Circuit Court



Samuel A. Olson, Administrator/Probate Register
Telephone: (810) 257-3528
Fax: (810) 257-2713

900 S. Saginaw Street, Room 502
Flint, Michigan 48502

To: Commissioner Bryant Nolden, Chairperson
Governmental Operations Committee
Genesee County Board of Commissioners

From: Sam Olson, Probate Court Administrator/Register

Date: May 3, 2017

RE: 2017 Michigan Probate Judges Association Conference

The Genesee County Probate Court is respectfully requesting authorization for travel and overnight lodging to allow the Honorable F. Kay Behm to attend the 2017 Michigan Probate Judges Association (MPJA) Conference in Grand Rapids, Michigan. The conference is being held June 25-28, 2017. Judge Behm will be attending the conference June 25-27.

The costs for the conference are detailed as follows:

Registration Fee:	\$230
<u>Lodging:</u>	<u>\$278 (\$139 per night at Amway Grand Plaza)</u>
Total:	\$508

Please find attached the following in furtherance of this request:

- 1) MPJA Letter regarding 2017 Annual Conference; and
- 2) 2017 MPJA Conference Agenda

Thank you for your time and consideration in this matter.

Attachments

MICHIGAN PROBATE JUDGES ASSOCIATION

EXECUTIVE COMMITTEE

HON. DAVID M. MURKOWSKI
PRESIDENT
HON. DORENE S. ALLEN
PRESIDENT-ELECT
HON. MONTE BURMEISTER
VICE-PRESIDENT
HON. DARLENE O'BRIEN
TREASURER
HON. THOMAS D. SLAGLE
SECRETARY
HON. JOHN TOMLINSON
PRESIDING JUDGE
HON. ROBERT J. BUTTS
IMM. PAST PRESIDENT

AT LARGE MEMBERS

HON. F. KAY BEHM
HON. THOMAS BYERLEY
HON. WILLIAM DOHERTY
HON. MICHAEL JACONETTE

REG. ASSN. PRESIDENTS

HON. KATHLEEN RYAN
SOUTHEASTERN
HON. MARCY KLAUS
CENTRAL
HON. SHANA LAMBOURN
TOP OF MICHIGAN
HON. CLAYTON GRAHAM
UPPER PENINSULA
HON. G. SCOTT PIERANGELI
SOUTHWESTERN

NONVOTING

HON. MICHAEL ANDEREGG
EMERITI JUDGES ASSN

COMMITTEE CHAIRS

ESTATES AND TRUSTS

HON. JOHN TOMLINSON

MENTAL HEALTH

HON. CURTIS BELL

LEGISLATION

HON. LISA SULLIVAN

GOVERNANCE

HON. PATRICK MCGRAW

COMPENSATION

HON. FREDERICK MULHAUSER

HON. PATRICK MCGRAW

FAMILY COURT -- JUVENILE

HON. DORENE ALLEN

FAMILY COURT -- DOM. REL.

HON. F. KAY BEHM

FAMILY COURT -- ADOPTIONS

HON. WILLIAM DOHERTY

CHILD CARE FUND

HON. SUSAN DOBRICH

TECHNOLOGY

HON. THOMAS BYERLEY

Dear Colleagues:

It is my distinct pleasure to invite you to the 2017 Michigan Probate Judges Association Annual Conference and Membership Meeting which will be held June 25 - 28, 2017, at the Amway Grand Plaza Hotel in Grand Rapids, Michigan.

With this correspondence, you will find attached a conference agenda, conference registration form, entrée selection form, hotel reservation information and information regarding the annual golf outing and Meijer Gardens & Sculpture Park tour.

Please complete the registration and entrée election form along with the Tuesday activities form and send them with your full payment to the MPJA Treasurer, Judge Darlene O'Brien, 101 E. Huron Street, PO Box 8645, Ann Arbor, MI 48107-8645. Checks should be made out to "MPJA." The deadline for registration is May 22, 2017.

Sunday conference registration will be from 3:00 to 6:00 p.m. at Registration Desk 1 on the second floor of the Amway Grand Plaza. The Ice Breaker Reception will be held in the Imperial Ballroom from 5:00 to 7:00 p.m. and will include an open bar and light hors d'oeuvres. This year's Ice Breaker Reception is graciously hosted by Kandler Reed Khoury & Muchmore. Music will be provided by Calder Blue.

Monday's lunch is a seated member lunch and is provided to members as part of the registration fee. Your guest is welcome to attend with you, and the cost of the guest lunch is indicated on the registration form.

Our banquet Monday evening will be held in the Imperial Ballroom. The cost of dinner for members is included in the registration fee. The dinner cost for guests is located on the registration form. For the benefit of our new members, banquet dress is jacket and tie for men and corresponding dress for women.

At 7:00 p.m. Michigan Supreme Court Justice Stephen J. Markman will make brief remarks and swear in our newly elected officers. Dinner, dancing and merriment will follow with Brena Band providing the evening's music.

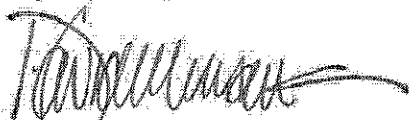
Our membership meeting will be first called to order at the beginning of the conference Monday morning for the exclusive purpose of electing officers. Those elected officers

will be sworn in at the Monday evening banquet. One other agenda item for the adjourned Wednesday membership meeting will be a motion to increase membership dues.

With the conclusion of the morning education session, Tuesday afternoon will offer activities including the annual golf tournament at Watermark Country Club and a tour of the world-renowned Meijer Gardens & Sculpture Park. Please refer to the attached information sheet for costs, amenities and travel times. Tuesday evening will offer a barbeque with music performed by Mid-Life Crisis. The conference will conclude Wednesday morning with presentations from SCAO and the continuation of our membership meeting.

I look so forward to seeing you in Grand Rapids for an exceptional education lineup, enjoyable social events, exceptional food and toe-tapping music, all in a beautiful and vibrant setting. Don't delay. Send in your registration today!

See you in June,

A handwritten signature in dark ink, appearing to read 'David M. Murkowski', with a stylized flourish at the end.

The Honorable David M. Murkowski
President, Michigan Probate Judges Association

Michigan Probate Judges Association Conference

Amway Grand Plaza
Grand Rapids, Michigan
June 25-28, 2017

AGENDA

Sunday, June 25, 2017

3:00 - 6:00 p.m.	Registration and Check-In	Registration 1 (2nd Floor)
5:00 - 7:00 p.m.	Ice Breaker Entertainment by Calder Blue	Imperial Ballroom

Monday, June 26, 2017

FIRST SESSION

Presiding Judge: Hon. David Murkowski, MPJA President

7:30 - 9:00 a.m.	General Members - breakfast on your own	
7:30 - 8:00 a.m.	MPJA Executive Board Breakfast	Pinnacle
8:00 - 9:45 a.m.	MPJA Executive Board Meeting	Pinnacle
8:00 - 9:45 a.m.	Conference Registration	Registration 1 (2nd Floor)
10:00 - 10:15 a.m.	Welcome <i>Hon. David Murkowski, MPJA President, Kent County Probate Court</i> Introductions, Necrology, New Members, and Retirements <i>Hon. John Tomlinson, MPJA Presiding Judge, St. Clair County Probate Court</i>	Ambassador West
10:15 - 10:20 a.m.	Vote for 2016-2017 MPJA Officers <i>Hon. Robert Butts, Chair, MPJA Nominating Committee, Cheboygan County Probate Court</i>	
10:20 - 11:20 a.m.	<u>Education Session I: WHAT WORKS AND WHAT DOESN'T IN REDUCING RECIDIVISM: SOME LESSONS LEARNED FROM WORKING WITH AND EVALUATING PROGRAMS FOR JUVENILES</u> <i>Professor Edward Latessa, Center for Criminal Justice Research, University of Cincinnati</i>	
11:20 - 11:30 a.m.	Break	
11:30 a.m. - 12:30 p.m.	<u>Education Session II: BEST PRACTICES FOR MAKING A REVERSE-PROOF RECORD: A VIEW FROM THE APPELLATE COURT</u> <i>Hon. Donald S. Owens, District IV Court of Appeals (retired) (moderator)</i> <i>Hon. Elizabeth L. Gleicher, District II Court of Appeals</i> <i>Hon. Christopher M. Murray, District I Court of Appeals</i> <i>Hon. David H. Sawyer, District III Court of Appeals</i>	
12:30 - 1:30 p.m.	Lunch	Ambassador East

SECOND SESSION

Presiding Judge: Hon. Dorene Allen, MPJA President-Elect

1:45 - 3:50 p.m.	<u>Education Session III: Family Division Round Table</u> <i>Moderator: Hon. Thomas Byerley, Eaton County Probate Court</i> <i>Panelists: Hon. Kay Behm, Genesee County Probate Court; Hon. Elwood Brown, St. Clair County Probate Court; Hon. Linda Hallmark, Oakland County Probate Court; Hon. Nancy Thane, Tuscola County Courthouse</i>	Ambassador West
3:50 - 4:00 p.m.	Break	

4:00 - 4:30 p.m.	MST: Proven Program That Keeps Juveniles at Home, in School, and Out of Trouble with the Law <i>Mr. Keller Strother, Multisystemic Therapy</i>	
6:00 - 7:00 p.m.	Reception	Imperial Ballroom
7:00 - 10:00 p.m.	Banquet Entertainment by BrenaBand	Imperial Ballroom

Tuesday, June 27, 2017

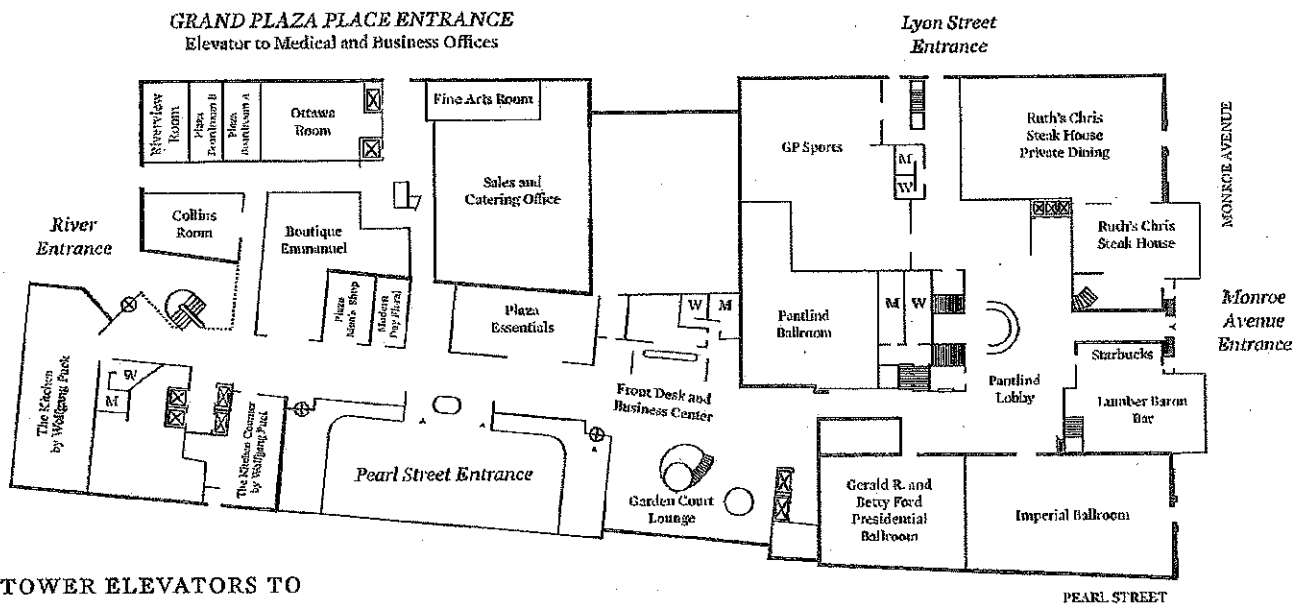
THIRD SESSION	Presiding Judge: Hon. Monte Burmeister, MPJA Vice President	
7:30 - 8:30 a.m.	Group Breakfast	Crown Foyer
8:30 - 10:30 a.m.	Education Session IV: Probate Round Table <i>Moderator: Hon. John Tomlinson, St. Clair County Probate Court</i> <i>Panelists: Hon. Laura Frawley, Alcona County Probate Court; Hon. Joel Massie, Gogebic County Probate Court; Hon. Julia Owdziej, Washtenaw County Probate Court; Hon. Kathleen Ryan, Oakland County Probate Court; Hon. Kenneth Tacoma, Wexford County Probate Court</i>	Ambassador West
10:30 - 10:45 a.m.	Break	
10:45 - 11:30 a.m.	Education Session V: Opportunities and Pitfalls of Legal Practice After the Bench or Life on the Other Side of the Bench: Lessons Learned <i>Phillip E. Harter, Chatgian & Tripp</i> <i>Retired Judge; Calhoun County Probate 1984-2010</i> <i>John Hohman, Of Counsel at Fink & Fink, PLLC, Ann Arbor</i> <i>Retired Judge; Monroe County Probate Court 1997-2013</i> Lunch on your own	
Afternoon	Annual MPJA Golf Scramble <i>Coordinator: Hon. Patrick McGraw, Saginaw County Probate Court</i> Optional: Meijer Gardens and Sculpture Park Tour (minimum number of attendees required) <i>Coordinator: Hon. David M. Murkowski, Kent County Probate Court</i>	
6:30 p.m.	Optional Group Barbecue Entertainment by Mid-Life Crisis	Ambassador East

Wednesday, June 28, 2017

FOURTH SESSION	Presiding Judge: Hon. Darlene O'Brien, MPJA Treasurer	
7:30 - 8:30 a.m.	Breakfast Meeting with SCAO Regional Administrators <i>Mr. Paul Paruk, Region I Administrator; Ms. Jodi Latuszek, Region II Administrator; Mr. Bruce Kilmer, Region III Administrator; Mr. Jerome Kole, Region IV Administrator; Ms. Jill Booth, Region V Administrator; Ms. Jennifer Phillips, Region VI Administrator</i>	Crown Foyer Ambassador West
8:45 - 9:00 a.m.	SCAO - ADR <i>Mr. Milton Mack, Jr., State Court Administrator;</i> <i>Mr. Joseph Basta, Basta Resolutions, PLLC</i>	
9:00 - 10:30 a.m.	MPJA Membership Meeting <i>Hon. David Murkowski, MPJA President, Kent County Probate Court</i>	
10:30 a.m.	Conference Adjourns	

floor plans

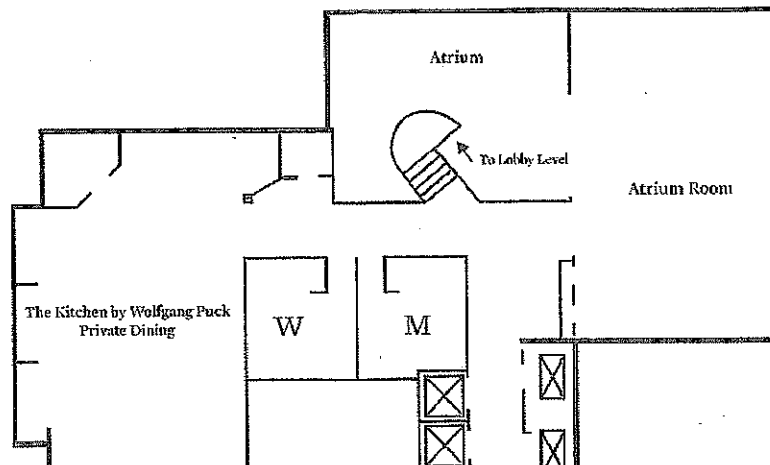
LOBBY LEVEL—1ST FLOOR



TOWER ELEVATORS TO

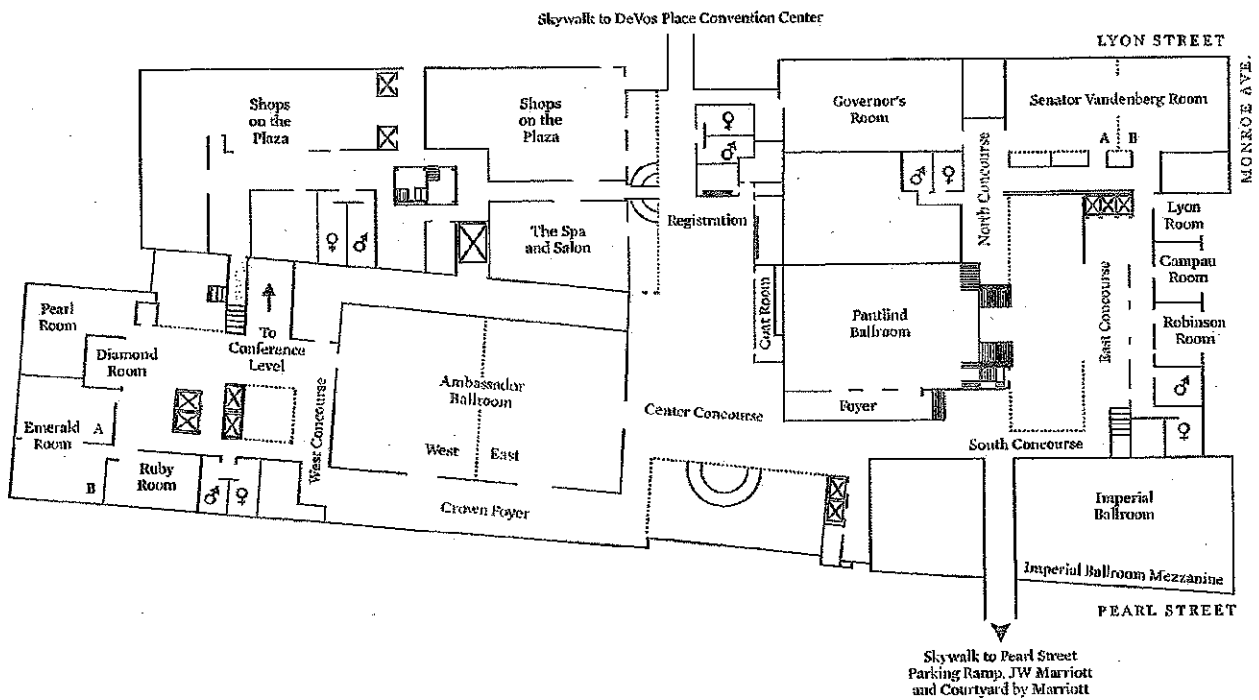
- Plaza Fitness Center, 4th Floor
- Tower Club, 25th Floor
- Cygnus 27, 27th Floor
- Sky I & II, Private Dining Rooms, 28th Floor
- Pinnacle Room, Take to 28th Floor

ATRIUM LEVEL—LOWER LEVEL

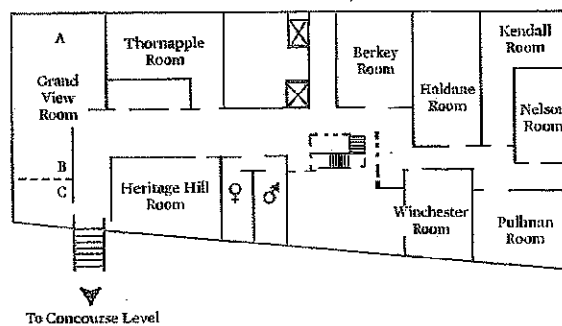


amway grand plaza

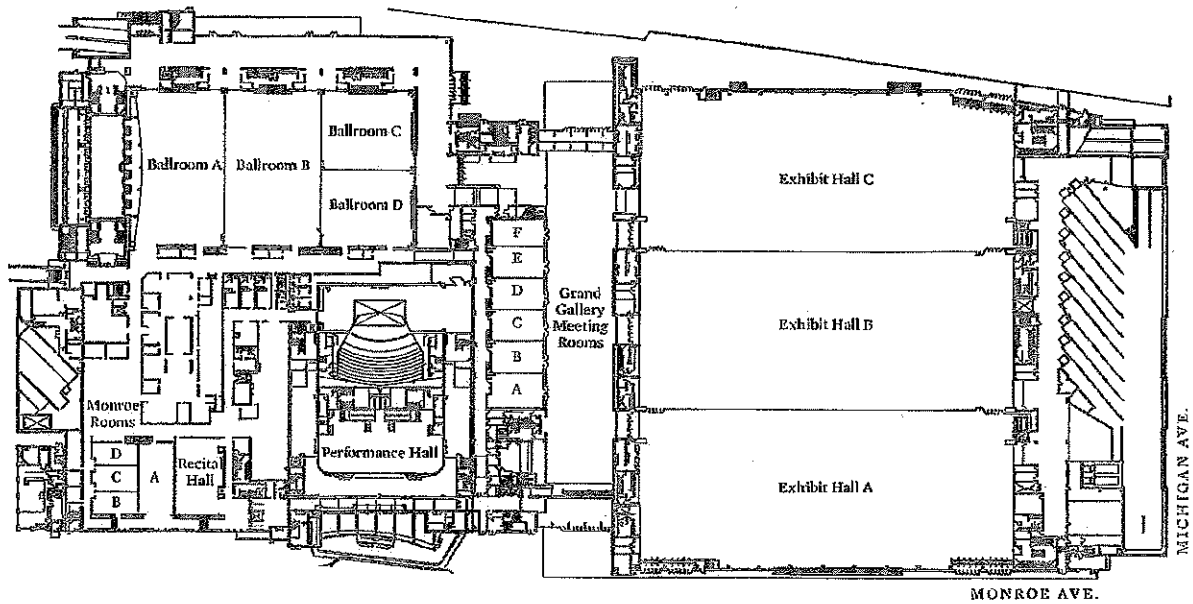
CONCOURSE LEVEL—2ND FLOOR



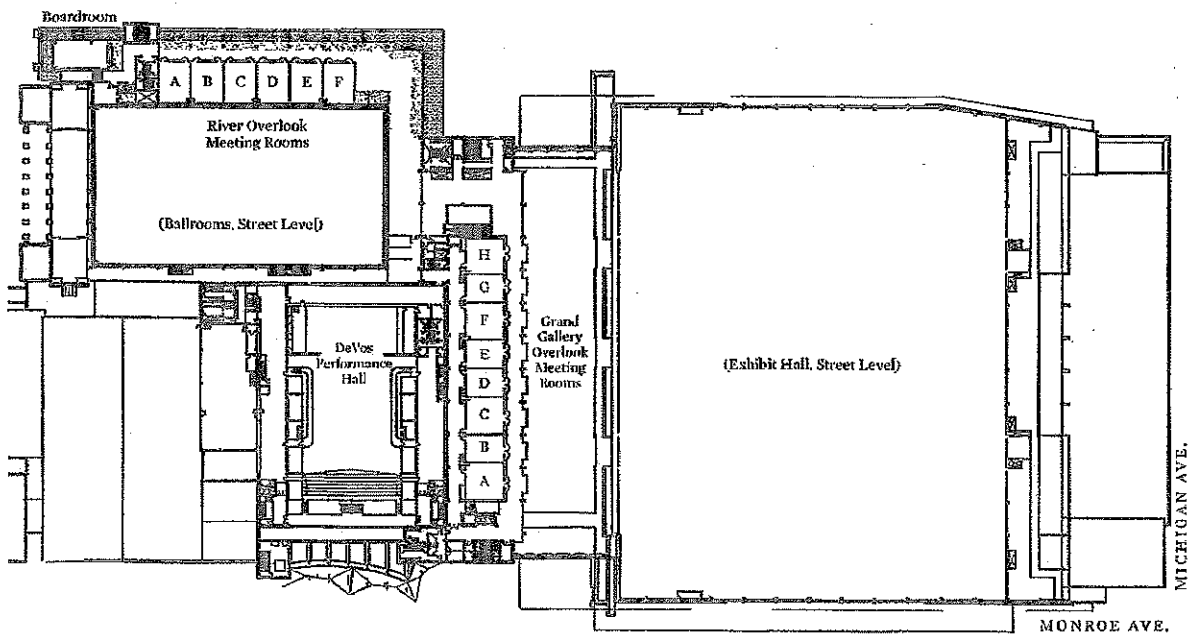
CONFERENCE LEVEL—3RD FLOOR



MAIN LEVEL



OVERLOOK MEETING ROOM



MEMORANDUM

TO: Hon. Bryant Nolden, Chair
Governmental Operations Committee

FROM: David S. Leyton, Genesee County Prosecutor

DATE: April 25, 2017

RE: Visual Trial School for Prosecutors

BACKGROUND

The Prosecuting Attorneys Association of Michigan is offering its annual "Visual Trial School 4.0" from June 26 to June 28, 2017 at Great Wolf Lodge in Traverse City. This is invaluable training for assistant prosecutors that will cover such topics as:

- Effective Use of Courtroom Technology and Visual Trial Strategies
- Prosecutorial Ethics
- Prosecuting the Vehicular Homicide
- Demonstrations on implementing high-tech closing arguments and using technology in cases involving multiple victims across multiple jurisdictions
- Various software demonstrations to assist with criminal trials

Through the assistance of the Prosecuting Attorneys Coordinating Council Training Fund, the cost of this training conference is only **\$150 per participant which includes registration, three nights lodging, and meals.**

We would like to register up to three of our assistant prosecutors to attend this conference and there is money available for such purposes in our budget.

ACTION REQUESTED

The Prosecutor's Office respectfully requests approval to register and send up to three assistant prosecuting attorneys to the Prosecuting Attorneys Association of Michigan "Visual Trial School 4.0" to be held at the Great Wolf Lodge in Traverse City between June 26 and June 28, 2017 at a rate of \$150 per participant, up to \$450 total.

Visual Trial School 4.0

Great Wolf Lodge, Traverse City, MI

**Monday, June 26th to Wednesday, June
28th**

This year's course will feature presentations on the following topics: *Introduction to Adult Learning and Effective Training, Effective Use of Courtroom Technology and Visual Trial Strategies*, ethics, *Prosecuting the Vehicular Homicide*, a high-tech closing argument demonstration as well as a presentation on using technology in cases involving multiple victims across multiple jurisdictions. This training will, of course, consist mainly of guided lab sessions. We will have two PowerPoint lab groups (Beginner and Intermediate) as before. Attendees will select the group that they wish to be in and are free to switch between groups.

We will have a presentation and lab on the litigation software **Sanction by Verdict Systems**. This popular litigation software is used by the Department of Justice, the United Nations, and state prosecutors nationwide to organize and present complicated cases to a jury in a non-linear manner. If you choose to install the free demo version of the software prior to the course there will be opportunities for guided instruction on how to use it.

We will also have presentations and labs on the popular screen capture/video redaction software **Camtasia** and the popular sound redaction tool **Audacity**.

REGISTRATION DEADLINE

May 19, 2017. Registration is online only!

REGISTRATION FEE

Elected County Prosecutors and Staff**

\$150 with overnight accommodations

\$60 without overnight accommodations

Municipal/City Attorneys, Law Enforcement & Traffic Safety Personnel

\$375 with overnight accommodations

\$125 without overnight accommodations

**Overnight night lodging (3 nights if your home or work is 50 miles or more away) and

meals (Day 1 & 2-breakfast & lunch, Day 3-Breakfast) are provided to ELECTED COUNTY PROSECUTORS and their employees courtesy of the Prosecuting Attorneys Coordinating Council (PACC) Training Fund. This does not apply to city/municipal prosecutors or law enforcement. The registration fee listed is discounted to reflect the portion covered by PACC. This additional fee is to be paid by you or your agency.

HOTEL ACCOMMODATIONS

Overnight accommodations for single occupancy are included in the tuition and three nights will be direct billed to PAAM, however you will call in your own reservations to Great Wolf Lodge. Please do not call ahead for reservations, details on how to make reservations will be given upon confirmation of registration.

ADDITIONAL INFORMATION

Please see the note below. It includes a list of software that we will be using during the course. Please contact APA Patrick Muscat of the Wayne County Prosecutor's Office at pmuscat@waynecounty.com

or 313-224-6643 for any questions about software or course content.

For questions about the registration process, please contact Amy Gronowski of P.A.A.M. at gronowskia@michigan.gov or (517) 334-6060 Extension 800.

M E M O R A N D U M

TO: Hon. Bryant Nolden, Chairperson, Gov. Ops. Committee
and members of the County Board

FROM: David S. Leyton, Genesee County Prosecutor

DATE: May 2, 2017

RE: Extension of Non-Matching Grant for Prosecution of CSC Assault
Cases

In 2015, with the County Board's approval, the Prosecutor's Office entered into a sub-contract with the City of Flint to prosecute rape cases as part of a U.S. Department of Justice grant which the City of Flint received under a program called the "Sexual Assault Kit Initiative (SAKI)."

This SAKI grant award to the City included funding for the hiring of one senior assistant prosecutor along with two Flint police officers and a victim advocate from the YWCA. The initial grant period was scheduled to end on September 30, 2018. The City of Flint has since received an extension on the original grant award allowing the program and funding to continue for an additional 18 months until March 31, 2020.

The City of Flint's award extension includes funding for the continuation of the SAKI Assistant Prosecutor position and the Prosecutor's Office wishes to continue its participation in this program during the extension period.

As with the initial grant period, there is NO MATCHING FUND REQUIREMENT for the County's participation. It is a pure revenue stream which will allow us to continue the good work we have been doing on this front. A budget for the extension period is attached to this memorandum.

ACTION REQUESTED

We are asking for authorization to enter into an additional 18-month subcontract with the City of Flint Police Department for the time period October 1, 2018 through March 31, 2020 to carry out the prosecutorial duties outlined in the City's Sexual Assault Kit Initiative grant from the U.S. Department of Justice.

**The City of Flint BJA National Sexual Assault Kit Initiative (SAKI)
FY 2016 Non-Competitive Grant Application**

Application 2016-H4721-MI-BJ

Budget Detail Worksheet / With Budget Narrative Included

A. Personnel (18 months total budget reflected respectively)

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
	First year	
(2) Investigator, Police 100% of time devoted to this project	2x \$25.738/hr. x 2184 hrs.(1 year)	\$112,423
	Second 6 months	
(2) Investigator, Police 100% of time devoted to this project	2 x \$26.442 x 1092 hrs. (6mos.)	\$57,749
(2) Investigator, Police	First Year - Overtime 2 x \$25.738/hr. x 1.5 (ot rate) x 390 hrs.	\$30,113
(2) Investigator, Police	Second Six Months – Overtime 2 x \$26.442 x 1.5 (ot rate) X 195 hrs.	\$15,469

Under our current SAKI award we have in place two investigators dedicated to the investigations and victim service for our previous backlogged sexual assault kits. These two investigators will stay assigned specifically for an additional 18 months (Under this new request herein) and will continue to place their entire focus on our backlogged sexual assault cases. The primary goal is victim assistance and prosecution of sexual assault offenders, based primarily on CODIS hits from previously un-submitted SAK's. The formation of this investigative unit will enhance the services provided to victims of sexual assault within our jurisdiction. The Investigators will be full time positions funded through the grant and they will work closely with other grant funded staff, including the dedicated prosecutor and the sexual assault advocate with the response team. They will be full time sworn police officer investigators, whose sole duty shall be cases of sexual assault and victim service liaison, with 100% of their respective time being devoted to this program. Overtime is budgeted within this line item as well. Overtime shall be utilized to meet victims after normal hours, follow up investigations, etc.

INVESTIGATOR WAGES TOTAL \$215,754

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Year One: 100% of time dedicated to this project		
(1)Property Clerk (part time)	1 x \$16.751/hr x 29 hrs/wk X 52 weeks	\$25,261
Second 6 months: 100% of time dedicated to this project		
(1)Property Clerk(part time)	1 x \$17.272/hr. x 29 hrs/wk X 26 weeks (6mos.)	\$13,023
PROPERTY CLERK WAGE TOTAL		\$38,284

This property clerk (currently hired and working under our original SAKI award) shall remain a part time employee of the City of Flint Police Department for the additional 18 months under this request. This person shall work exclusively with the program investigators and prosecutor to continue to oversee the inventory of our sexual assault kits, submit the sexual assault kits, track the SAK's, locate all relevant evidence, prepare evidence for trial, ensure chain of custody issues, etc. This position will be the sole caretaker from start to finish of all evidence associated with each crime of sexual assault related to one of our backlogged sexual assault kits, for the entire duration of each case respectively, including all handling of the sexual assault kits. This person will devote 100% of their time to this project.

TOTAL WAGES REQUESTED	\$254,038
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B. Fringe Benefits

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Investigators- City of Flint Police Department (18 months total reflected)		
Year one:		
Direct Fringe	2x \$56,211 x 4.29% (.0429)	\$4,823
Pension	2x \$5621	\$11,242
Other Fringes	2x \$23,147	\$46,294
TOTAL YEAR ONE:		\$62,359

Second 6 months:

Direct Fringe	2x \$57,749 x 4.29% (.0429) x .5 (6mo.)	\$2,477
Pension	2x \$5,774 x .5 (1/2 year)	\$5,774
Other Fringes	2x \$25,001 x .5 (1/2 year)	\$25,001

TOTAL SECOND 6 MONTHS: \$33,252

**Investigators- City of Flint Police Department (18 months total reflected)
OVERTIME**

Year one: overtime – investigator fringe

Direct Fringe	2x \$15,057 x 4.29% (.0429)	\$1,293
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TOTAL YEAR ONE: \$1,293

Second Six Months: overtime – investigator fringe

Direct Fringe	2x \$7,734 x 4.29% (.0429)	\$664
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TOTAL YEAR ONE: \$664

TOTAL OVERTIME FRINGE – INVESTIGATOR \$1,957

Property Clerk Fringe

First Year

Direct Fringe	1x \$25,261 x 10.49% (.1049)	\$2,650
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Second 6 Months

Direct Fringe	1x \$26,046 x 10.49% (.1049) x .5 (6mos.)	\$1,639
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Property Clerk Fringe Total \$4,289

The fringe benefits listed above are using current actual known values respectively. The positions outlined to be funded through the grant will dedicate their time 100% respectively to the handling of sexual assault cases under this project.

INVESTIGATOR'S / PROP. CLERK FRINGE TOTAL \$101,857

C. Travel

No Travel Costs Requested.

D. Equipment

No Equipment Costs Requested.

E. Supplies

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
<u>Investigator</u>		
Office Supplies	(\$50/mo. x 18 mos.)	\$900
Postage	(\$30/mo. x 18 mos.)	\$540
<u>Advocate</u>		
Office Supplies	(\$50/mo. x 18 mos.)	\$900
Postage	(\$30/mo. x 18 mos.)	\$540
<u>Prosecutor</u>		
Office Supplies	(\$50/mo. x 18 mos.)	\$900
Postage	(\$30/mo. x 18 mos.)	\$540

These supplies are requested for each of the positions respectively to allow for each to be able to provide a complete service delivery. This covers office supplies and postage for victim handling and case prosecution under this program.

Shipping of SAK's

Shipping	459 kits x \$5 ea. way x 2 ways	\$4,590
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This budget item is the cost of shipping each back logged sexual assault kit under this program to and from our certified laboratory for testing and analysis.

TOTAL SUPPLIES	\$8,910
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F. Construction

No funds requested

G. Consultants / Contracts

Testing of back logged Sexual Assault Kits (459)

Testing of SAK's	459 kits x \$498each	\$228,582
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Currently we have 459 untested sexual assault kits. Under this proposal we shall send each of these for forensic testing. This cost is for a private, certified laboratory to perform this function. Shipping of these has a cost as well, listed above. We shall use all internal financial controls to select our vendor. Under the current SAKI grant, Sorenson Forensics was the vendor of choice based on all cost factors. This cost of testing represents 26% of the total project funds requested for this project.

TOTAL OF TESTING SEXUAL ASSAULT KITS	\$228,582
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Expert Witness Testimony

Travel for testimony

Airfare	\$400 per flight x 3 trips	\$1,200
Hotel	\$125/night x 3 nights x 3 trips	\$1,125
Testimony charge	\$2,000/day / 2 days / x 3 cases	\$12,000

This cost reflects the potential costs associated with the private lab that will conduct our SAKI testing to respond and give testimony on their analysis of our associated DNA on these cases when required. The laboratory technicians are sometimes called to testify as to their analysis of our sexual assault kits and this covers these expenses if they are required by the court to attend a trial.

EXPERT WITNESS TESTIMONY TOTAL:	\$14,325
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Technical Review of Sexual Assault Kits (459)

Technical Review of Sexual Assault Kits	459 kits x \$85each	\$39,015
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Currently we have 459 untested sexual assault kits. Under this proposal we shall send each of these for forensic testing to a private lab. The cost listed here is the charge that the Michigan State Police Crime Laboratory has stated that they will charge for Technical Review and Third Party Verification of Sorenson Forensics lab work.

TOTAL OF TECHNICAL REVIEW	\$39,015
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<u>Position</u>	<u>Computation</u>	<u>Cost</u>
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(18 months total budget reflected respectively)

Year One: YWCA – Survivor / Victim Advocate

(1) Survivor Advocate / Liaison – salary YWCA
40hrs/ wk. x \$15/hr. x 52 weeks (1 year) \$31,200

Second 6 months: YWCA – Survivor / Victim Advocate

(1) Survivor Advocate / Liaison – salary YWCA
40hrs / wk. x 15/hr. x 26 weeks (6 months) \$15,600

Year One: YWCA – Survivor / Victim Advocate - OVERTIME

(1) Survivor Advocate / Liaison – salary YWCA
10 hrs/ wk. x \$15/hr. x 1.5 ot rate x 52 weeks (1 year) \$11,700

Second 6 months: YWCA – Survivor / Victim Advocate - OVERTIME

(1) Survivor Advocate / Liaison – salary YWCA
10hrs / wk. x 15/hr. x 1.5 ot rate x 26 weeks (6 months) \$5,850

YWCA ADVOCATE WAGE TOTAL \$64,350

The advocate shall remain hired by the YWCA (currently in this role under our current SAKI grant) for an additional 18 months, and will provide services to victims of sexual assault in conjunction with and in support of the investigators funded with this program. This advocate position will provide victims of sexual assault with crisis intervention and advocacy, and support and assistance throughout the whole criminal/civil justice process. The advocate assists with safety planning, personal protection orders, court support, and referrals to needed community resources. Through the advocate, the victim also has access to the YWCA's comprehensive suite of services, including the safe house and emergency shelters. This advocate also provides a direct link to the Sexual Assault Response Team of the YWCA of Flint which provides resources 24 hours a day, year round. This position will dedicate their time 100% to efforts of this program and services to victims from our backlogged SAK kits. Overtime is also factored into the budget request for the advocate as many victims shall require service after hours.

YWCA Advocate's Fringe

Year One: YWCA

Employer's FICA	$\$11,700 \times 7.65\% (.0765) \times 1 \text{ year}$	\$895
Retirement	$\$11,700 \times 5\% (.05) \times 1 \text{ years}$	\$585
Worker's Comp	$\$11,700 \times 1.5\% (.015) \times 1 \text{ years}$	\$176

Total year one: - overtime fringe \$1,656

Second 6 months: YWCA - overtime

Employer's FICA	$\$5,580 \times 7.65\% (.0765)$	\$427
Retirement	$\$5,580 \times 5\% (.05)$	\$279
Worker's Comp	$\$5,580 \times 1.5\% (.015)$	\$84

Total second 6 months: - overtime fringe \$790

Year One: YWCA

Employer's FICA	$\$31,200 \times 7.65\% (.0765) \times 1 \text{ year}$	\$2,387
Retirement	$\$31,200 \times 5\% (.05) \times 1 \text{ years}$	\$1,560
Worker's Comp	$\$31,200 \times 1.5\% (.015) \times 1 \text{ years}$	\$468
UE Insurance	$\$9,500 \times 3.5\% (.035) \times 1 \text{ years}$	\$333
Health -Dent.-Vision	$\$16,000 \times 1 \text{ years}$	\$16,000

Total Year One – YWCA Fringe (non-overtime) \$20,748

Second 6 months: YWCA

Employer's FICA	$\$31,200 \times 7.65\% (.0765) \times .5 \text{ year (6mos.)}$	\$1,193
Retirement	$\$31,200 \times 5\% (.05) \times .5 \text{ years (6mos.)}$	\$780
Worker's Comp	$\$31,200 \times 1.5\% (.015) \times .5 \text{ years (6mos.)}$	\$234
UE Insurance	$\$9,500 \times 3.5\% (.035) \times .5 \text{ years (6mos.)}$	\$167
Health -Dent.-Vision	$\$16,000 \times .5 \text{ years (6mos.)}$	\$8,000

Total second 6 months YWCA Fringe – (non-overtime) \$10,374

This calculation reflects the actual cost fringe rate requested for the above YWCA advocate position. There is also a budgeted amount for overtime for this advocate. These calculations are factored in.

Position

Computation

Cost

(1)Prosecutor – salary, Genesee County Prosecutor’s Office

Year one: Genesee County Prosecutor

Prosecutor 40hrs/ wk. x \$47.03/hr. x 52 weeks \$97,823

Second 6 Months: Genesee County Prosecutor

Prosecutor 40hrs/ wk. x \$47.03/hr. x 26 weeks (6mos.) \$48,912

(1)Prosecutor – salary, Genesee County Prosecutor’s Office - OVERTIME

Year one: Genesee County Prosecutor - Overtime

Prosecutor 8hrs/ wk. x \$47.03/hr. x 1.5 ot ratex 52 weeks \$29,346

Second 6 Months: Genesee County Prosecutor -Overtime

Prosecutor 5hrs/ wk. x \$47.03/hr. x 1.5 ot rate x 26 weeks (6mos.) \$9,170

PROSECUTOR WAGE TOTAL \$185,251

The Genesee County Prosecutor’s Office has agreed to continue their partnership with the City of Flint Police Department on this grant. Currently, under our active SAK grant, we have hired an expert prosecutor for our SAKI team. This position would be funded for an additional 18 months under this request. A strong collaboration with the Genesee County prosecutor’s Office provides an easier path for the prosecution of these cases of sexual assault as they progress through the legal system. This grant funded prosecuting attorney can and will assist with warrant preparation, witness testimony, courtroom prosecution and case dispositions. This position shall also work closely with the grant funded investigators and the victim advocate. The utilization of this grant funded, dedicated prosecutor shall enhance this program and provide insight all along the timeline of the project. The collaboration has proved invaluable already under the current SAKI grant. This position will dedicate 100% of their time to this project. Overtime costs are also factored into this. This will be to work on cases that require more than normal work hours.

Genesee County Prosecuting Attorney’s Fringe

First 12 months:

Social Security	\$7,483	\$7,483
Medical	\$16,918	\$16,918
Optical Ins.	\$136	\$136
Dental	\$935	\$935

Life Insurance	\$852	\$852
Retirement	\$7,826	\$7,826
Worker's Comp.	\$225	\$225
Unemployment	\$98	\$98
Post Retirement	\$1,300	\$1,300
Total year one fringe GCPO:		\$35,773

**Genesee County Prosecuting Attorney's Fringe
Second 6 months:**

Social Security	\$3,742	\$3,742
Medical	\$8,459	\$8,459
Optical Ins.	\$68	\$68
Dental	\$468	\$468
Life Insurance	\$426	\$426
Retirement	\$3,913	\$3,913
Worker's Comp.	\$222	\$222
Unemployment	\$49	\$49
Post Retirement	\$650	\$650
Total second 6mos. fringe GCPO:		\$17,997

Genesee County Prosecuting Attorney's Fringe - overtime

First 12 months:

Social Security	\$29,346 x .07649 7.649%	\$2,245
Medical	\$29,346 x 17% (.17)	\$4,989
Retirement	\$29,346 x 8% (.08)	\$2,348

Total year one fringe GCPO - overtime: \$9,582

Genesee County Prosecuting Attorney's Fringe - Overtime

Second 6 months:

Social Security	\$9,170 x 7.649% (.07649)	\$702
Medical	\$9,170 x 17% (.17)	\$1,559
Retirement	\$9,170 x 8% (.08)	\$734

Total second 6mos. fringe GCPO - overtime: \$2,995

This fringe rate for the dedicated prosecutor is figured using actual fringe rates for the time period of the grant request. Overtime fringe is also attached.

H. Other Costs

No Other Costs Requested

I. Indirect Costs – N/A

TOTAL BUDGET REQUEST (FEDERAL REQUEST)	\$996,243
(18 MONTH PROGRAM BUDGET REFLECTED)	



GENESEE COUNTY CONTROLLER'S OFFICE

1101 Beach Street, 3rd Floor • Flint, Michigan 48502

Phone: (810) 257-3040 • Fax: (810) 257-3560

May 2, 2017

MEMORANDUM

TO: Commissioner Bryant Nolden, Chairperson
Governmental Operations Committee

FROM: Kristie Primeau, Assistant Controller-Fiscal Services *KP*

SUBJECT: June 2017 Overtime Requests

The overtime requests for the month of June 2017 are summarized on the attached schedule.

Governmental Operations Committee approval will serve as a recommendation to the Board of Commissioners to authorize an appropriation of \$45,268 from General Fund Contingencies' Reserve for Overtime (101.9011.9010.1137) to the Overtime Account (0706) in the respective departments as detailed on the attached schedule.

If you have any questions, please contact me.

GENESEE COUNTY YEAR-TO-DATE OVERTIME 2016/2017		2016/2017 Contingency Adopted Budget	Year-to-Date Approved Budget Through April	Actual Expenses Through April	Actual Over (Under) Approved Budget
Department					
101.00.00.1050	Board Coordinator	\$ -	\$ 140	\$ 140	\$ -
101.00.00.1311	Circuit Court	3,524	(1,372)	-	1,372
101.00.00.1320	Jury Board		-	2	2
101.00.00.1360	District Court	41,060	14,846	11,306	(3,540)
101.00.00.1370	5th Division District Court	36,657	7,466	5,971	(1,495)
101.00.00.1390	Family Court		197	199	2
101.00.00.1485	Probate Court	1,500	1,272	796	(476)
101.00.00.2155	County Clerk-Elections	15,000	16,879	15,199	(1,680)
101.00.00.2160	County Clerk-Vital Records	10,000	2,576	3,079	503
101.00.00.2165	County Clerk-Court Records	15,000	2,992	3,495	503
101.00.00.2235	Controller-Payroll	30,000	13,398	15,777	2,379
101.00.00.2236	Controller-Admin	70,000	57,832	59,589	1,757
101.00.00.2260	Human Resources	5,000	3,064	2,905	(159)
101.00.00.2292	Prosecutor	1,100	851	851	-
101.00.00.2310	Court Services		-	-	-
101.00.00.2332	Purchasing	3,000	(321)	2,270	2,591
101.00.00.2364	Register of Deeds	10,000	41,439	36,451	(4,988)
101.00.00.2530	Treasurer's Office	10,000	5,580	7,478	1,898
101.00.00.2653	Building and Grounds	25,000	22,174	17,845	(4,329)
101.00.00.2656	Bldg & Grounds -McCree	4,000	1,185	1,440	255
101.00.00.3020	Sheriff Court Security-Transpor	20,000	780	2,994	2,214
101.00.00.3025	Sheriff Court Security-Transpor	10,000	12,815	11,710	(1,105)
101.00.00.3028	Sheriff Court Security-Transpor	3,000	(913)	208	1,121
101.00.00.3030	Sheriff Corrections Division	300,000	266,417	268,063	1,646
101.00.00.3035	Building and Grounds - Jail	6,000	1,418	1,497	79
101.00.00.3050	Sheriff Administration		2,890	1,923	(967)
101.00.00.3110	Sheriff Investigative Division	10,000	14,121	12,790	(1,331)
101.00.00.3145	Sheriff Overtime	28,347	184	6,604	6,420
101.00.00.3160	Sheriff Marine Patrol		-	-	-
101.00.00.3205	Tether Program		50	50	-
101.00.00.4260	Emergency Mgmt		-	-	-
628.00.00.2582	IT	75,000	11,568	9,744	(1,824)
645.00.00.2334	Motor Pool	-	5,543	3,219	(2,324)
		733,188	505,071	503,595	(1,476)

GENESEE COUNTY
YEAR-TO-DATE OVERTIME
2016/2017

Department	First Quarter					
	October-16		November-16		December-16	
	Requested Budget	Actual	Requested Budget	Actual	Requested Budget	Actual
101.00.00.1050 Board Coordinator				\$ -		\$ 140
101.00.00.1311 Circuit Court				-	3,527	-
101.00.00.1320 Jury Board				-	-	-
101.00.00.1360 District Court		2,064	2,290	3,527	4,354	1,567
101.00.00.1370 5th Division District Court		898	786	2,476	1,684	730
101.00.00.1390 Family Court		20		44	20	18
101.00.00.1485 Probate Court				-	-	320
101.00.00.2155 County Clerk-Elections	2,129	1,774	4,751	1,563	2,027	8,450
101.00.00.2160 County Clerk-Vital Records	693	65	693	475		654
101.00.00.2165 County Clerk-Court Records	693		693	371		2,387
101.00.00.2235 Controller-Payroll	1,000	647	3,000	2,516	2,647	3,450
101.00.00.2236 Controller-Admin	5,000	1,210	9,000	9,935	5,210	18,242
101.00.00.2260 Human Resources			5,000	351	-	610
101.00.00.2292 Prosecutor				-	-	-
101.00.00.2310 Court Services				-	-	-
101.00.00.2332 Purchasing			4,689	859	4,689	320
101.00.00.2364 Register of Deeds	2,017	702	2,017	1,205	1,574	7,991
101.00.00.2530 Treasurer's Office				974	-	175
101.00.00.2653 Building and Grounds		267		2,202	267	4,783
101.00.00.2656 Bldg & Grounds -McCree				106	-	321
101.00.00.3020 Sheriff Court Security-Transport	1,401		1,401	68	-	552
101.00.00.3025 Sheriff Court Security-Transport -	841		841	-	280	1,844
101.00.00.3028 Sheriff Court Security-Transport-I	560	19	560	-	19	81
101.00.00.3030 Sheriff Corrections Division	21,520	9,908	22,865	32,357	12,598	43,934
101.00.00.3035 Building and Grounds - Jail				-	-	548
101.00.00.3050 Sheriff Administration				-	-	723
101.00.00.3110 Sheriff Investigative Division	809	68	647	2,090	391	1,161
101.00.00.3145 Sheriff Overtime	867		1,012	736	694	1,072
101.00.00.3160 Sheriff Marine Patrol				-	-	-
101.00.00.3205 Tether Program				-	-	38
101.00.00.4260 Emergency Mgmt				-	-	-
628.00.00.2582 IT		279		1,192	279	1,213
645.00.00.2334 Motor Pool				705	-	(494)
	37,530	17,921	60,245	63,752	40,260	100,830

GENESEE COUNTY
YEAR-TO-DATE OVERTIME
2016/2017

Department	Second Quarter					
	January-17		February-17		March-17	
	Requested		Requested		Requested	
	Budget	Actual	Budget	Actual	Budget	Actual
101.00.00.1050 Board Coordinator	\$ -	0	\$ 140	\$ -	\$ -	0
101.00.00.1311 Circuit Court	-	-	(2,155)	-	-	-
101.00.00.1320 Jury Board	-	0	-	-	-	-
101.00.00.1360 District Court	1,237	829	(2,787)	1,479	-	1,008
101.00.00.1370 5th Division District Court	1,690	604	(954)	394	-	468
101.00.00.1390 Family Court	44	0	(2)	12	-	71
101.00.00.1485 Probate Court	-	27	320	449	2,560	-
101.00.00.2155 County Clerk-Elections	(3,188)	252	7,116	1,530	1,386	844
101.00.00.2160 County Clerk-Vital Records	(218)	226	1,693	519	1,039	520
101.00.00.2165 County Clerk-Court Records	(322)	127	3,426	270	1,039	133
101.00.00.2235 Controller-Payroll	2,516	1,673	3,803	2,574	3,000	2,044
101.00.00.2236 Controller-Admin	7,935	6,295	23,032	9,485	10,000	7,675
101.00.00.2260 Human Resources	(4,649)	445	610	354	-	505
101.00.00.2292 Prosecutor	-	0	-	-	1,070	851
101.00.00.2310 Court Services	-	0	-	-	-	-
101.00.00.2332 Purchasing	(3,830)	537	(869)	253	3,500	120
101.00.00.2364 Register of Deeds	(812)	4,787	9,306	5,915	6,261	8,587
101.00.00.2530 Treasurer's Office	974	179	175	902	-	2,269
101.00.00.2653 Building and Grounds	2,202	4,529	7,771	2,418	3,255	2,476
101.00.00.2656 Bldg & Grounds -McCree	106	395	1,121	177	800	94
101.00.00.3020 Sheriff Court Security-Transpor	(492)	752	1,393	265	701	648
101.00.00.3025 Sheriff Court Security-Transpor	-	1,274	2,405	4,643	700	1,099
101.00.00.3028 Sheriff Court Security-Transpor	-	73	622	19	560	16
101.00.00.3030 Sheriff Corrections Division	33,702	34,120	56,891	50,310	25,555	49,063
101.00.00.3035 Building and Grounds - Jail	-	474	1,668	186	1,120	30
101.00.00.3050 Sheriff Administration	-	645	723	322	-	233
101.00.00.3110 Sheriff Investigative Division	2,575	1,456	1,676	4,169	647	1,684
101.00.00.3145 Sheriff Overtime	1,111	0	1,679	-	1,301	1,237
101.00.00.3160 Sheriff Marine Patrol	-	0	-	-	-	-
101.00.00.3205 Tether Program	-	30	38	(30)	-	12
101.00.00.4260 Emergency Mgmt	-	0	-	-	-	-
628.00.00.2582 IT	1,192	765	934	2,782	-	1,511
645.00.00.2334 Motor Pool	705	1,829	(494)	495	-	684
	42,478	62,323	119,281	89,892	64,494	83,882

GENESEE COUNTY
YEAR-TO-DATE OVERTIME
2016/2017

Department	Third Quarter					
	April-17		May-17		June-17	
	Requested		Requested		Requested	
	Budget	Actual	Budget	Actual	Budget	Actual
101.00.00.1050 Board Coordinator	0	\$ -				
101.00.00.1311 Circuit Court	(1,372)	-				
101.00.00.1320 Jury Board	-	2				
101.00.00.1360 District Court	4,372	832				
101.00.00.1370 5th Division District Court	1,896	401				
101.00.00.1390 Family Court	32	34				
101.00.00.1485 Probate Court	476	-				
101.00.00.2155 County Clerk-Elections	2,466	786				
101.00.00.2160 County Clerk-Vital Records	117	620				
101.00.00.2165 County Clerk-Court Records	(296)	207				
101.00.00.2235 Controller-Payroll	494	2,873				
101.00.00.2236 Controller-Admin	4,990	6,747				
101.00.00.2260 Human Resources	799	640				
101.00.00.2292 Prosecutor	-	-				
101.00.00.2310 Court Services	-	-				
101.00.00.2332 Purchasing	(2,410)	181				
101.00.00.2364 Register of Deeds	12,252	7,264				
101.00.00.2530 Treasurer's Office	1,081	2,979				
101.00.00.2653 Building and Grounds	5,499	1,170				
101.00.00.2656 Bldg & Grounds -McCree	92	347				
101.00.00.3020 Sheriff Court Security-Transpor	(1,505)	709				
101.00.00.3025 Sheriff Court Security-Transpor	3,955	2,850				
101.00.00.3028 Sheriff Court Security-Transpor	(1,121)	-				
101.00.00.3030 Sheriff Corrections Division	46,725	48,371				
101.00.00.3035 Building and Grounds - Jail	180	259				
101.00.00.3050 Sheriff Administration	967	-				
101.00.00.3110 Sheriff Investigative Division	3,493	2,162				
101.00.00.3145 Sheriff Overtime	(2,861)	3,559				
101.00.00.3160 Sheriff Marine Patrol	-	-				
101.00.00.3205 Tether Program	-	-				
101.00.00.4260 Emergency Mgmt	-	-				
628.00.00.2582 IT	3,826	2,002				
645.00.00.2334 Motor Pool	2,324	-				
	86,471	84,995	-	-	-	-



Office of Genesee County Sheriff

SHERIFF ROBERT J. PICKELL

UNDERSHERIFF
CHRISTOPHER SWANSON

ADMINISTRATIVE SECRETARY
PAM COOKINGHAM

1002 S. SAGINAW STREET, FLINT, MI 48502
810-257-3407 810-257-3077-FAX

May 7, 2017

MEMORANDUM

TO: Chairperson Bryant Nolden
Governmental Operations Committee

FROM: Sheriff Robert J. Pickell

**SUBJECT: RENEWAL OF CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF FY 2016-2017**

I am requesting approval to renew the agreement between the City of Flint and Genesee County for the operations of the Flint Holding Facility by the Office of Genesee County Sheriff for a one-year period.

Attachment

cc: Chairperson Young

**CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF
FY2016-17**

This is an agreement between the City of Flint (hereinafter "City") and Genesee County (hereinafter "County") for operation of the Flint Police Department pre-arraignment holding facility (hereinafter "Holding Facility") by the Genesee County Sheriff (hereinafter "Sheriff") (together, the "Parties").

The Holding Facility is a 110 person pre-arraignment lodging facility located on the second floor of the City of Flint Police Department. The Sheriff shall operate the Holding Facility in accordance with the following terms and conditions:

1. **Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.
2. **Arbitration:** County agrees that for all claims, counterclaims, disputes, and other matters arising out of or relating to this agreement, County must request the City's consent to arbitrate within 30 days from the date the County knows or should have known the facts giving rise to the claim, dispute or question.
 - (a) Notice of a request for arbitration must be submitted to the City in writing by certified mail or personal service upon the City Attorney.
 - (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform County whether it agrees to arbitrate. If the City does not consent, County may proceed with an action in the appropriate court. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
 - (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - (d) The remedy for County's failure to comply with this provision is dismissal of the action.
3. **City Income Tax Withholding:** County and any subcontractor engaged in this contract shall withhold from each payment to its employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
 - (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

4. **Compensation:** This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed \$2,764,275.00 for services as described in the original 3 and 6 page **"Genesee County Sheriff's Office Flint City Lockup Proposals"** and the attachment to this contract titled, **"899.3030 Flint City Lockup - 2016/17 Requested Budget,"** which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. Other costs may include vacation payouts upon retirement for time accrued while assigned to the Holding Facility. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

The Parties agree that if the above contract price is not approved by the State, County will provide, and the City of Flint will accept, a revised budget and services based on the available funding.

- (1) County shall submit itemized invoices for all services provided under this Agreement identifying:
- (a) The date of service
 - (b) The name of person providing the service and a general description of the service provided.
 - (c) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

- (2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.
- (3) It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.
- (4) If, during the period covered by this Agreement, an increase in salary, fringe benefits or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.
6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
8. **Term:** The term of this contract is October 1, 2016 through September 30, 2017.
9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability:** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to, or immunity from, tort claims.

This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

13. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that County is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, County is not entitled to any benefits not otherwise specified herein.
14. **Insurance/Worker's Compensation:** County shall provide evidence of having acquired the insurance within 10 days of the State appropriation of funding for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's designated representative. Policies shall be reviewed by the City's designated representative for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract.
- (a) Commercial General Liability coverage of not less than \$11,000,000 combined single limit. This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage.
 - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.
 - (c) SIR Charges. It is understood that no County resources will be expended which are not reimbursed. County shall establish and maintain, and City shall pay into utilizing the approved State funding, an account, designated on the Proposed Budget 2016-17 as "Damage Claims General," to be utilized solely as the Self Insured Retention source of funding for settlements or payments on claims, including legal fees, arising from the Holding Facility. It is understood that the only source of funding to be utilized by City is that provided by the State. The contribution into this account agreed upon by the Parties for this term is \$50,000 to be invoiced and paid in the first billing cycle. County agrees to provide a quarterly accounting of this fund.

All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. County must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, County shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. County shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

15. **Laws and Ordinances:** County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

16. **Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.
17. **Non-Assignability:** County shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Non-Disclosure/Confidentiality:** County agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that County will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
19. **Non-Discrimination:** County shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.
20. **No Third Party Beneficiaries:** There are no third party beneficiaries of this contract.
21. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Flint City Attorney, City of Flint, 1101 S. Saginaw St., Flint, Michigan 48502 and Flint City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to County shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Genesee County Office of the Prosecuting Attorney-Civil Division, 900 S. Saginaw, Ste. 100, Flint, MI 48502, or to such other address as may be designated in writing by County from time to time.
22. **Records Property of City:** All documents, information, reports and the like prepared or generated by County as a result of this contract shall be shared with the City of Flint at the City's request.
23. **Scope of Services:** County shall provide all of the personnel, materials, labor, equipment, supplies, machinery, tools, cleaning, superintendence, insurance and other accessories and services necessary to provide the service in accordance with the original 3 and 6 page proposals titled "**Genesee County Sheriff's Office Flint City Lockup Proposal**," the attachment to this agreement titled, "**Genesee County Fund #899- City of Flint Lockup-Fiscal Year 2016/17**," which governs pricing for this contract term, and the special conditions stated within this agreement. City will provide the physical space as well as all utilities and general maintenance of the space. If there is any inconsistency between the proposal and the conditions stated in this document or in the other attachments to this document, the terms of the proposal are superseded to the extent of such inconsistency.

County shall perform the work in accordance with the General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and

equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

24. Special Conditions: The following special conditions shall supersede any and all inconsistent provisions:

(a) **Detainee Booking** – Detainees will be booked at the Holding Facility. Sheriff agrees that he formally takes custody and control over the detainee when the detainee is presented for booking and detainee remains in his custody and control until release. Detainees will be booked using the City's Live Scan equipment. Sheriff shall be solely responsible for supervision and care of detainees while they are under his custody and control. The County's Jail Admission Policy shall govern when the Holding Facility reaches 100 detainees.

(b) **Jail Policy and Procedures** –The County and the Sheriff agree that all detainees will be accepted for holding in the Holding Facility as provided for in this Agreement. Failure to accept detainees as provided by this agreement, except when the population is over 100 as provided in section 24 (a) above, is a material breach of this Agreement and is cause for termination of this Agreement with 30 days written notice. County agrees that, for the duration of the Sheriff's administration of the Holding Facility, the County is legally responsible for costs and damages that may result from incidents related to the provision of these services occurring within the Facility.

(c) **Healthcare** – The Sheriff is responsible for determining whether a detainee needs healthcare, including mental or physical care. If a detainee who does not meet the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to release the detainee from custody. If the City consents, the Sheriff will transport detainee to a health care provider. Upon delivery of the detainee to the provider, the detainee will be discharged from custody. The City is not liable for health care costs for detainees if it has consented to their release from custody.

If a detainee who meets the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to transport the detainee to a health care provider. If the City consents, the Sheriff will transport detainee to a health care provider and ensure proper personnel from the county jail are there to receive custody of the detainee. Upon delivery of the detainee to the provider, the detainee will be discharged from custody of the Holding Facility and transferred to the custody of the Sheriff. The City is not liable for health care costs for detainees if it has consented to their release from custody.

(d) **Use of Holding Facility** – Any person arrested on an original charge or on an outstanding warrant from the 67th District Court district or the Seventh Circuit Court may be lodged in the Holding Facility regardless of agency making the arrest, unless the person is arrested on a charge that otherwise meets the County's Jail Admission Policy, in which case the arrested person shall be lodged in the County Jail. This paragraph applies unless the County Jail is under a County Jail Overcrowding State of Emergency described in Public Act 352 of 1982, as amended, that is beyond 14 days as described in MCL 801.56.

Any person arrested in the City on a warrant(s) issued from a jurisdiction other than those listed above may be lodged at the Holding Facility, provided that the warrant holding agency confirms the validity of the warrant and commits to picking up the detainee within 24 hours.

(e) **Performance Objectives** – City and County will develop financial and performance objectives. The objectives shall include, but will not be limited to, determining how many detainees were lodged in the jail who did not meet the County Jail Admission Policy; how many detainees were arraigned; and the reported crime as compared to the period preceding the operation of the Holding Facility. The metrics will be reviewed every 6 months. After review, if necessary, the terms of this contract will be revised so as to facilitate satisfaction of the agreed upon benchmarks.

(f) **Organization Chart** – City and County will develop and continuously update an organization chart which will set forth all corrections staff employees and their positions. In no event will the total number of employees assigned to the Holding Facility fall below the number provided in the Proposals.

(g) **Detainee Reimbursement** – County may seek reimbursement from detainees as allowed by law. The total price of the contract will be reduced by the amount recovered.

(h) **Meeting/Reporting** - The City and County will designate representatives of the Sheriff and Flint Police Departments to confer as needed, but no less than a weekly basis, to ensure the safe and efficient operation of the Holding Facility, as well as compliance with the terms of this Agreement. The Sheriff will provide the Flint Police Department with access to operational data and regularly report on the operation of the Holding Facility.

(i) **Collect Calling Service** - The City may offer detainees collect calling service, including but not limited to installation of phones in the Holding Facility, and the City will recover all revenue generated. The County assumes no responsibility for this service or its maintenance.

(j) **Monitoring System** - The County will continue to maintain the previously installed video monitoring system in the facility.

25. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

26. **Standards of Performance:** County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.

27. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
28. **Termination:** Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.
29. **Time of Performance:** County's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
30. **Waiver:** Failure of the any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
31. **Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS

HOLDING FACILITY CONTRACT 2015-16
SIGNATURE PAGE

COUNTY OF GENESEE:

Mark Young, Chairperson
Genesee County Board of Commissioners

Date

Robert J. Pickell
Robert J. Pickell, Sheriff

May 5, 2017
Date

CITY OF FLINT, a Michigan Municipal Corp.:

Karen Weaver
Dr. Karen Weaver, Mayor

5-5-17
Date

APPROVED AS TO FORM:

Celeste D. Bell
Celeste D. Bell
Chief Assistant Prosecuting Attorney-Civil Division

5 May 2017
Date

Angela Wheeler
Angela Wheeler
Interim Chief Legal Officer

5-5-17
Date

2016/2017 Proposed Budget

2016/2017
Requested
Budget

899.3030 FLINT CITY LOCKUP

23520	COUNTY APPROPRIATION	
23810	LOCAL CONTRIBUTION FLINT	(2,764,275)
	REVENUES Total	(2,764,275)
30015	SALARY PERMANENT	1,044,555
30055	SALARY OVERTIME	150,000
30065	OVERTIME HOLIDAY PAY	50,000
30070	SALARY PREMIUM	65,000
30080	LONGEVITY	31,907
30095	COURT TIME	5,000
	SALARIES Total	1,346,462
33010	SOCIAL SECURITY	102,622
33045	MEDICAL INSURANCE	244,161
33060	OPTICAL INSURANCE	2,255
33080	DENTAL INSURANCE	19,615
33085	LIFE HEALTH INSURANCE	18,513
33095	RETIREMENT	517,416
33110	WORKERS COMPENSATION	42,927
33125	UNEMPLOYMENT	2,407
33126	POST-RETIREMENT BENEFIT	169,146
	FRINGES Total	1,119,062
35005	SUPPLIES OFFICE	5,000
35050	SUPPLIES COMPUTER	-
35160	LAUNDRY ROBES UNIFORMS	4,000
35195	SUPPLIES FOOD	55,000
35235	SUPPLIES BEDDING	-
35240	SUPPLIES UNIFORMS	8,000
35290	SUPPLIES DRUGS/PHARMACEU	-
35350	SUPPLIES OTHER	28,000
35355	SUPPLIES INMATE CLOTHING	8,000
35380	GAS & OIL VEHICLE	-
41010	REPAIRS EQUIPMENT	1,251
46075	HEALTH SERVICES EMPLOYEES	-
46209	INTERNET PROVIDER CHARGES	2,000
46455	ANNUAL SOFTWARE CHARGES	-
46465	DAMAGE CLAIMS GENERAL	50,000
53062	LIABILITY INSURANCE	70,000
65070	EQUIPMENT	-
75025	MOTOR POOL CHARGES	500
80005	MIS SERVICE CHARGES	-
80025	CONTROLLER SERVICES	67,000
80040	INSURANCE CHARGES	-
	OTHER NON-PERSNL EXP. Total	298,751
	EXPENSE Total	2,764,275
	FLINT CITY LOCKUP Total	(0)



A member of the Tokio Marine Group

Insurance Binder for
Genesee County, MI

Policy Effective Date
12/15/2016

Policy Expiration Date
12/15/2017

Policy Numbers:

General Liability
Auto Liability
Public Officials Liability
Law Enforcement Liability
Excess Liability

Safety National Casualty Corporation
Safety National Casualty Corporation
Safety Specialty Insurance Company
Safety Specialty Insurance Company
Safety National Casualty Corporation

GLA4052188
CAA4052189
POC4056122
LEL4056124
XPE4052190

Date: 12/15/2016

To: Arthur J. Gallagher

Attention: Jill Kizyma

From: Ryan Buttrey

Named Insured: Genesee County, MI

We are pleased to bind the referenced insurance coverages per your request of December 14, 2016. This binder is valid until the policies are issued.

Line of Coverage	Premium and Surcharges
General Liability Coverage	\$39,021
GL TRIA	\$1,552
Commercial Automobile Liability Coverage	\$91,437
**Public Officials Liability Coverage	\$49,749
**Law Enforcement Liability Coverage	\$124,591
Excess Liability	\$145,558
Excess TRIA	\$4,367
Total Including TRIA	\$456,275

Indicated premiums are based on all quoted lines of coverage being bound, according to the terms and conditions included within this proposal. With the exclusion of Surplus Lines, the taxes, surcharges, assessments and other program costs are included within the premium for each line of coverage offered by Safety National Insurance Corporation.

** These coverages are offered by Safety Specialty Insurance Company, a Surplus Lines Carrier. Premium does not include any surplus lines taxes and fees. Filing, collection and remittance of all Surplus Lines taxes and fees will be your responsibility.

Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission. Any deviations from this proposal must be approved and authorized by Safety National, in writing.

For additional information on the products and services proudly provided by Safety National, please visit our website: www.safetynational.com

General Contingencies and Comments

Commission	This proposal is net of any commission.
Risk Control Services	All Safety National Clients have access to MAP, our on-line Safety and Risk Control resource.
Binding	All underlying coverage must be written by Safety National Casualty Company or Safety Specialty Insurance Company.
Installments/Payment Schedule	All lines are on an Annual Pay Plan. Premiums due within 30 days of binding.
Approved Claims Handling	Claims must be handled either by a licensed TPA or Self-Administered which have been specifically approved by Safety National.
TPA Fees	TPA fees are NOT included within the premium or costs of the quoted Safety National program. unless otherwise noted herein.
Annual Audits	General Liability, Auto Liability, and Specialty Lines are not auditable. Excess Workers' Compensation is auditable.
Surplus Lines Taxes and Fees	The broker is responsible for the filing, collection, and remittance of all applicable surplus lines taxes and fees.

MAP

CLIENT SERVICES

- ❖ **Management:** Several resources that offer a wealth of information and assistance to help your organization develop and maintain a successful safety and claim cost management program.
- ❖ **Analysis:** A variety of tools that provide the ability to measure, benchmark, and analyze different aspects of your programs to clearly identify opportunities for improvement.
- ❖ **Prevention:** A selection of assets to help improve your loss prevention and mitigation efforts – from educating employees about potential injury exposures, to helping build proficient post-injury protocol.

Resources include:

Safety Essentials Online: This online resource library provides customizable and downloadable training tools to help improve safety and health compliance, best practices, policies and written programs.

S:ERVE: Safety Emergency Responder Vehicle Education (S:ERVE) is an online driver simulation and curriculum created to educate first responders to drive at their safest during intersection negotiation scenarios.

Distracted Driving Course: A course designed to train all employees that drive on the job. Through online simulation, employees will learn how to eliminate controllable distractions and how to make necessary adjustments for uncontrollable distractions.

Ask Best Doctors: A Best Doctors specialist will perform three phases of this program for injured workers at high risk for adverse developments in their medical condition.

Crisis Protection: A benefit in place if your entity undergoes a qualifying “Domestic Crisis Event” which aids in crisis management, public relations or emergency psychological treatment.

HR Essentials Online: A Human Resource management and compliance resource library. From hiring practices and writing job descriptions, to training managers and understanding the ever-complicated leave laws, this tool delivers the HR resources that every organization needs to succeed. *Available exclusively to our employment practices liability policyholders.*

Law Enforcement Liability Resources: A best practices resource program to help address your current program’s capabilities and develop formal policies and procedures to address areas that are particularly vulnerable to lawsuits, including jail and detention operations, use of force and arrest procedures. *Available exclusively to our law enforcement liability policyholders.*

For more information, please contact MAP Client Services at map@safetynational.com or 888-995-5300.

Commercial General Liability Binder
Safety National Casualty Corporation
A.M. Best Rating A+ XIV
Self-Insured Retention Program



Named Insured Genesee County, MI
Effective Date 12/15/2016
Expiration Date 12/15/2017

CGL Coverage Form (CG 00 01)

Limits of Liability

General Aggregate Limit	\$4,000,000 Other than Prod/Comp Ops
Products/Completed Operations Aggregate Limit	\$4,000,000
Each Occurrence Limit	\$2,000,000 Combined BI & PD
Personal and Advertising Injury Limit	\$2,000,000 Any One Person or Org
Damages to Premises Rented to You Limit	\$500,000 including Fire Damage Legal
*Annual Aggregate Retention	\$5,000,000

Coverage- Employee Benefits Liability

Claims Made Form (SNGL 054)

Limits of Liability

Aggregate Limit	\$4,000,000
Each Employee Limit	\$2,000,000
Retroactive Date	Per Expiring

Coverage Retention Form (SNGL 024)

Amount

ALAE Treatment

CGL - Each Occurrence	\$350,000	SNGL 024 – ALAE Within
Personal and Advertising Injury	\$350,000	Retention Paid By Insured
Damages to Premises Rented to You	\$350,000	
Employee Benefits Liability	\$350,000	
*Annual Aggregate Attachment	\$20,000,000	

* Annual Aggregate Retention is for all coverages written by Safety National Corporation and Safety Specialty Insurance Company other than Worker's Compensation and Auto Physical Damage. It does not include coverage provided by other carriers

General Liability Coverage/Endorsements

Mandatory State Endorsements	As required by covered states.
Total Pollution Exclusion With Hostile Fire Exception	CG 21 55
Nuclear Energy Liability Exclusion	IL 00 21
Fungi or Bacteria Exclusion	CG 21 67
Silica Exclusion	CG 21 96
Asbestos Exclusion	SNGL 044
Lead Exclusion	SNGL 043
Employment Related Practices Exclusion	CG 21 47
Law Enforcement Exclusion	CG 22 51
ERISA Exclusion	SNGL 002
Amended Definition of Bodily Injury	SNGL 004
Unintentional Failure to Disclose Hazards or Occurrences	SNGL 021
Co-Employee Exclusion Deleted	SNGL 012
Exclusion- Failure to Supply	CG 22 50
Exclusion- Injury to Volunteer Firefighters	CG 22 56
Deletion of Premium Audit Condition	SNGL 053
Designated Additional Insured (Broad Form)	SNGL 022
Governmental Subdivisions Endorsement	CG 24 09
Exclusion - Access or Disclosure of Confidential or Personal Information And Data-Related Liability	CG 2107
Exclusion Coverage C- Medical Payments	CG 21 35
Self Insured Retention Endorsement	SNGL 024
TRIA Policyholder Disclosure Notice	Per attached disclosure- Signed copy must be received prior to binding of coverage
Basket Aggregate Attachment Subject to Limit	Manuscript

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(General Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES A SET PERCENTAGE OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. EFFECTIVE 1/1/2015, THAT PERCENTAGE IS 85% WHICH PERCENTAGE DECREASES EVERY YEAR BY 1% UNTIL 80% IS REACHED. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION FOR LOSSES OCCURRING IN CALENDAR YEAR 2015 (which amount is increased by \$20 billion each year through 2020), YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$1,552.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant's Signature

Safety National Casualty Corporation
Insurance Company

Insured Name

Date Signed

Commercial Auto Liability Binder
Safety National Casualty Corporation
A.M. Best Rating A+ XIV
Self-Insured Retention Program



Named Insured Genesee County, MI
Effective Date 12/15/2016
Expiration Date 12/15/2017

<u>CA Coverage Form (CA 00 01)</u>	<u>Symbol</u>	<u>Limits of Liability</u>
Auto Liability – Any One Accident	1	\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Personal Injury Protection (PIP) Added PIP	5	Per State Law
Property Protection Insurance (Michigan only) Auto Medical Payments	5	Per State Law
Medical Expense & Income Loss (Virginia only) Uninsured/Underinsured Motorist (UM/UIM)	2	Excluded
*Annual Aggregate Retention		\$5,000,000

<u>Coverage Retention Form (SNCA 022)</u>	<u>Amount</u>
Auto Liability – Any One Accident	\$350,000
*Annual Aggregate Attachment	\$20,000,000

* Annual Aggregate Retention is for all coverages written by Safety National Corporation and Safety Specialty Insurance Company other than Worker's Compensation and Auto Physical Damage. It does not include coverage provided by other carriers

Automobile Liability Coverages and Endorsements

Mandatory State Endorsements	As required by covered states.
Self Insured Retention Endorsement	SNCA 022
Public Entity Endorsement	SNCA 029
Broad Form Named Insured	SNIL 038
Unintentional Failure to Disclose Material Facts	SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss	SNCA 030
Exclusion of Federal Employees Using Autos in Government Business	CA 04 42
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police & Emergency Vehicles	CA 20 02
Emergency Services- Volunteer Firefighters' and Workers' Injuries Excluded	CA 20 30
Silica Exclusion	CA 23 94
Amphibious Vehicles	CA 23 97
Public Transportation Autos	CA 24 02
Hired Autos Specified as Covered Autos you Own	CA 99 16
Waiver of Premium Audit Condition	Manuscript
Nuclear Energy Liability Exclusion	IL 00 21
UM/UIM, PIP, and/or Med Pay coverage	If the insured's intent is to reject UM/UIM, PIP and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.
Basket Aggregate Attachment Subject to Limit	Manuscript

Public Officials & Employment Practices Liability Binder

Safety Specialty Insurance Company
A.M. Best Rating A+ XIV
Self-Insured Retention Program



Named Insured Genesee County, MI
Effective Date 12/15/2016
Expiration Date 12/15/2017

<u>POL/EPL Coverage Form (POEPCM 0316)</u>	<u>Limits of Liability</u>
Claims Made Form	
Annual Aggregate Limit	\$2,000,000
Each Wrongful Act	\$2,000,000
*Annual Aggregate Retention	\$5,000,000

<u>Coverage Retention Form (ILSIR 0416)</u>	<u>Amount</u>
Each Wrongful Act (including LAE)	\$350,000
Retroactive Date:	Full Prior Acts
*Annual Aggregate Attachment	\$20,000,000

* Annual Aggregate Retention is for all coverages written by Safety National Corporation and Safety Specialty Insurance Company other than Worker's Compensation and Auto Physical Damage. It does not include coverage provided by other carriers

Terms, Conditions and Subjectivities include, but are not limited to:

- Completed, signed and dated original application prior to binding.
- Any state required forms.
- Any requested departmental policies and procedures within 30 days of binding.

Law Enforcement Liability Binder
Safety Specialty Insurance Company
A.M. Best Rating A+ XIV
Self-Insured Retention Program



Named Insured Genesee County, MI
Effective Date 12/15/2016
Expiration Date 12/15/2017

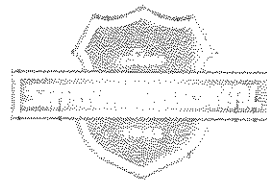
<u>LEL Coverage Form (LELPOF 0416)</u>	<u>Limits of Liability</u>
Occurrence Form	
Annual Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
*Annual Aggregate Retention	\$5,000,000
 <u>Coverage Retention Form (ILSIR 0416)</u>	 <u>Amount</u>
Each Occurrence (including LAE)	\$350,000
 *Annual Aggregate Attachment	 \$20,000,000

***Annual Aggregate Retention is for all coverages written by Safety National Corporation and Safety Specialty Insurance Company other than Worker's Compensation and Auto Physical Damage. It does not include coverage provided by other carriers**

Terms, Conditions and Subjectivities include, but are not limited to:

- Completed, signed and dated Safety Specialty application prior to binding.
- Any state required forms.
- Any requested departmental policies and procedures within 30 days of binding.

Commercial Excess Liability Binder
Safety National Casualty Corporation
A.M. Best Rating A+ XIV
Self-Insured Retention Program



Named Insured Genesee County, MI
 Effective Date 12/15/2016
 Expiration Date 12/15/2017

<u>Commercial Excess Coverage Form (CX 00 01)</u>	<u>Limits of Liability</u>
Each Occurrence Limit	\$8,000,000 Other than Prod/Comp Ops
General Aggregate Limit	\$8,000,000

<u>Underlying Insurance</u>	<u>Limits of Liability</u>
General Liability Coverage	\$2,000,000/\$4,000,000
Commercial Automobile Liability Coverage	\$2,000,000 CSL
Public Officials Liability Coverage	\$2,000,000/\$2,000,000
Law Enforcement Liability Coverage	\$2,000,000/\$2,000,000
Employers Liability	\$2,000,000/\$2,000,000/\$2,000,000
Law Enforcement Liability - Lock Up Facility	\$500,000/\$1,000,000

Exclusions:

In addition to all exclusions in the underlying Insurance, the following will also be excluded:

- 1.) Failure to Supply Manuscript

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES A SET PERCENTAGE OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. EFFECTIVE 1/1/2015, THAT PERCENTAGE IS 85% WHICH PERCENTAGE DECREASES EVERY YEAR BY 1% UNTIL 80% IS REACHED. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION FOR LOSSES OCCURRING IN CALENDAR YEAR 2015 (which amount is increased by \$20 billion each year through 2020), YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$3,779.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant's Signature

Safety National Casualty Corporation
Insurance Company

Insured Name

Date Signed

NAMED INSURED AND MAILING ADDRESS

Named Insured County of Genesee
 Address 1101 Beach Street, 3rd Floor
 Flint, MI 48502

POLICY PERIOD: December 15, 2016 to December 15, 2017

LIMITS OF INSURANCE

A. \$10,000,000 Each Occurrence
 B. \$10,000,000 Aggregate

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number and Policy Period	Type of Coverage	Applicable Limits	
Safety National Casualty Corporation	Excess Liability	\$8,000,000	Each Occurrence
XPE4052190 12/15/2016 to 12/15/2017	Occurrence	\$8,000,000	Aggregate

PREMIUM

\$54,833 Premium excluding TRIA
 \$548 TRIA Premium
\$55,381 **Total Premium**

ENDORSEMENTS

UT-COVPG (1-16)	Cover Page
NOTX0178CW (3-16)	Claim Reporting Information
NOTX0175MI (4-03)	Disclaimer Notice - Michigan
XL-D-5-PG (7-15)	Declarations Public Entity Excess Liability Policy
UT-SP-2L (12-95)	Schedule of Forms and Endorsements
XL-SP-5-PG (7-15)	Schedule of Controlling Underlying Insurance
XL-SP-6-PG (7-15)	Schedule of Other Underlying Insurance
XL-P-3-PG (7-15)	Public Entity Excess Liability Coverage Form
XL-2454-PG (7-15)	Cap on Losses from Certified Acts of Terrorism
IL 09 85 01 15	Disclosure Pursuant to Terrorism Risk Insurance Act
XL-2416-PG (7-15)	Dam Exclusion
XL-2466-PG (7-15)	Earth or Land Movement Exclusion
XL-2422-PG (7-15)	Inverse Condemnation Exclusion
XL-2440-PG-MI (7-15)	Michigan Changes
XL-2441-PG-MI (7-15)	Michigan Changes - Cancellation and Nonrenewal
XL-2413-PG (7-15)	Nuclear Energy Liability Exclusion
XL-2456-PG (7-15)	Underlying Claims-Made Coverage

DISCLAIMER

Please note that this Binder is not necessarily in compliance with the terms and conditions requested in your submission. You must refer to the Schedule of Controlling Underlying Insurance, Coverage Form and Endorsements listed above for a detailed description of the coverage provided.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of Certificates of Insurance.