



**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

**PUBLIC WORKS COMMITTEE
Monday, February 21, 2017, 9:15 a.m.
AGENDA**

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES – February 6, 2017

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

Discussion regarding developing a position for Public Works Properties and Space Reorganization

VI. OLD BUSINESS

VII. NEW BUSINESS

- A. P022117VIA: Board Coordinator: Request approval for the use of the 7th Circuit Courthouse grounds from March 30, 2017 thru May 1, 2017 to display a "Pinwheel Garden" to raise community awareness of child abuse -- Attached

VIII. OTHER BUSINESS

IX. ADJOURNMENT



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AMY ALEXANDER
COORDINATOR

MEMORANDUM

TO: Ted Henry, Chairperson
Public Works Committee

CC: All Commissioners
Barbara Menear, 7th Circuit Court Administrator
Ray Zanke, Building & Grounds Director

FROM: Amy Alexander
Board and Organizational Development Coordinator

DATE: February 9, 2017

IN RE: Weiss Child Advocacy Center request to utilize Courthouse grounds for a
"Pinwheel Garden"

April is Child Abuse Awareness Month. The County was contacted by the Weiss Child Advocacy Center with a request to utilize the 7th Circuit Courthouse grounds from March 30, 2017 thru May 1, 2017 to display a "Pinwheel Garden" to raise community awareness of child abuse. A copy of the request, license, and insurance checklist is attached.

Request and approval has been made with the Building and Grounds Director, the 7th Circuit Court Administrator, Corporation Counsel, and Risk Management.

Requested Action: Please authorize the license and forward to the Board for approval.

Alexander, Amy

From: Claudnyse D. Jenkins <claudnyse@weissadvocacycenter.org>
Sent: Tuesday, January 10, 2017 9:23 PM
To: Alexander, Amy
Subject: Re: Pinwheel Garden

Hi Amy -

Happy New Year. It is that time again for us to look at getting pinwheels on the court yard of the court. This year we would like to do smaller plastic ones. Please let me know what I need to do to get approval for the pinwheel garden.

Many thanks,

Claudnyse

License

This License Agreement (the "License"), entered into the ____ day of February, 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan, 48502 (the "County") and Weiss Child Advocacy Center, a Michigan nonprofit corporation, whose principal place of business is 515 East Street, Flint, Michigan 48503 (the "Licensee") (the County and the Licensee together, the "Parties").

1. Agreement and Authority

Execution of this License is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. The Property

This license grants to Licensee the right to use the lawn of the Genesee County Court House (the "Licensed Premises") on the dates described herein for the purpose of holding events related to Child Abuse Prevention Month, as described below.

3. The License Term

This License shall be effective for the dates of March 30, 2017, through May 1, 2017.

4. Use of the Licensed Premises

The Licensee agrees that it shall use the Licensed Premises solely for the following purposes:

- 4.1 Licensee will conduct a candlelight vigil on the Licensed Premises on April 18, 2017, between the hours of 8:00 pm and 10:00 pm to commemorate the children's lives lost to abuse or neglect during the past year.
- 4.2 A pinwheel garden will be planted on the Licensed Premises on March 30, 2017, and will remain through May 1, 2017. The Licensee shall maintain the pinwheel garden, and shall work with the County Building and Grounds Department to ensure that the presence of the pinwheel garden does not interfere with the regular maintenance of the Licensed Premises.

5. Maintenance and Utilities

Licensee agrees, at its own expense, to keep and maintain the pinwheel garden planted at the Licensed Premises in a clean and safe condition until its removal on May 1, 2017. Licensee further agrees to repair any damage caused to the Licensed Premises due to Licensee's use of the Licensed Premises.

6. Insurance Requirements

The Licensee has provided to the County a certificate of insurance showing the insurance coverage currently in effect. Licensee agrees to keep such coverage in

place during the term of this License Agreement.

7. Indemnification and Hold Harmless

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of Licensee's use of the Licensed Premises shall be the responsibility of the Licensee and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, any action or omission on the part of the Licensee or any of the Licensee's employees or agents. Licensee agrees to indemnify and hold the County harmless from any and all claims arising out of Licensee's use of the Licensed Premises.

8. Termination and Surrender

8.1 Termination for Cause

In the event that the Licensee is in breach of any provision of this License, the County may terminate this License by delivering written notice to Licensee's representative at the Licensed Premises. Such termination is effective immediately upon delivery of the notice.

8.2 Condition Upon Surrender

The Licensee shall, upon termination of this License or at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered. Licensee shall be responsible for all costs for restoration of the site to its original condition.

9. General Provisions

9.1 Entire Agreement

This License embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Licensed Premises other than those contained herein.

9.2 Modification

This License may be modified only by written agreement executed with the same formalities as this License.

9.3 Binding Effect

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

9.4 Headings

The paragraph headings in this License are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this License.

9.5 Governing Law and Venue

This License is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this License must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

9.6 Severability and Survival

In the event that any provision of this License is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this License.

9.7 Interpretation

Each Party has had opportunity to have this License reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this License, there shall be no presumption in favor of any interpretation solely because the form of this License was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized agents.

WEISS CHILD ADVOCACY CENTER

GENESEE COUNTY

By: 

Claudynse Jenkins
Executive Director

By: _____
Mark Young
Chairperson

Date: 1/24/2017

Date: _____

Approved as to form:



Corporation Counsel

GENESEE COUNTY INSURANCE CHECKLIST

Title: Weiss Child Advocacy Center – Pinwheel Garden

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input type="checkbox"/> 9. Other insurance required: _____	
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** **claims made** _____

Insurance Agent

Signature

Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Bidder Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-899920 (248) 433-1466
Oswald Companies - Detroit, MI
39572 Woodward Ave., Suite 201
Bloomfield Hills, MI 48304

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: aroshak@oswaldcompanies.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Robert E. Weiss Advocacy for Children & Youth
515 East Street
Flint, MI 48503

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PHPK1558048	9/29/2016	9/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	PHPK1558048	9/29/2016	9/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		Y				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Comm'l Professional Liability	N	N	PHPK1558048	9/29/2016	9/29/2017	\$3,000,000 Aggregate \$1,000,000 Each Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Genesee County is listed as additional insured.
RE: Pinwheel Garden

CERTIFICATE HOLDER County of Genesee, a Michigan Municipal Corporation 515 East Street Flint, MI 48503-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brownrigg Companies LTD 1175 W. Long Lake Ste. 200 Troy MI 48098		CONTACT NAME: Barbara Holiday PHONE (A/C, No, Ext): (248) 373-5580 E-MAIL ADDRESS: bholiday@brownrigg.com FAX (A/C, No):	
INSURED Robert E Weiss Advocacy Center For Children & Youth 515 East Street Flint MI 48503-9999		INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund General NAIC # 12304 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL172898352 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6030385	04/23/2016	04/23/2017	PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 100,000

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

CERTIFICATE HOLDER County of Genesee a Michigan Municipal Corporation 1101 Beach Street Flint, MI 48502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy Brownrigg/BAH
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