

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the schedule of regular meetings of this Genesee County Board of County Commissioners for calendar year 2012, as adopted in Resolution 12-001 on January 4, 2012, is hereby amended to reschedule the regular meeting of this Board on October 24, 2012, to October 10, 2012, at 9:00 A.M., and to reschedule the "Annual Tax Meeting" scheduled to occur on October 10, 2012, to October 24, 2012, at 9:00 A.M.; and

BE IT FURTHER RESOLVED, that this Board's Coordinator is directed to give notice of the amended meeting schedule as required by the Open Meetings Act, MCL 15.261 *et seq.*

BOARD OF COMMISSIONERS

ACT:ms
3-07-12B01

B01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

WHEREAS, Genesee County Board of County Commissioner Joseph Graves, Sixth District, has been selected to fill the seat vacated by Paul H. Scott, State Representative for the 51st District of the Michigan House of Representatives; and

WHEREAS, County Commissioner Graves has submitted to this Board of County Commissioners his resignation from his County office effective March 7, 2012 at noon.

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby accept Commissioner Graves' resignation from his position as Genesee County Commissioner for the Sixth District.

BOARD OF COMMISSIONERS

B030712
CDB:cdb

B2

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken February 9, 2012 by the Finance Committee authorizing the Genesee County Seventh Circuit Court, Family Division to accept continuation funding in the amount of \$47,674.00 from the Juvenile Accountability Block grant funded by the Michigan Department of Human Services and authorizing the required 10 % match from the Circuit Court (a copy of the memorandum request and contract being on file with the official records of the February 22, 2012 meeting of the Finance Committee of this Board);

BE IT FURTHER RESOLVED, that the Chairperson of this Board is authorized to execute the contract on behalf of the County of Genesee, as necessary.

FINANCE COMMITTEE

F022212VIA1
CDB:ms
02-22-12
03-07-12F01

F01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves the proposed amendment no. 3 to extend the professional services contract between the County of Genesee and OrangeWare, Inc., for Health Department computer services in the amount of \$55,140.00 for the period March 9, 2012 through March 9, 2013, funded through account #221.00.00.6040.46200.000 Service Contracts, and authorizes the Chairperson of this Board to execute the contract on behalf of the County of Genesee (a copy of the memorandum request and amendment document being on file with the official records of the February 22, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F022212VIIB2
CDB:ms
02-22-12
03-07-12F02

F02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Sheriff to approve a contract substantially conforming to the contract attached to this resolution for law enforcement services for the Township of Flushing, for the period commencing March 7, 2012 and ending December 31, 2012, is approved, and the Chairperson of the Board of Commissioners and the Sheriff are authorized to execute the final contract on behalf of Genesee County, Michigan.

FINANCE COMMITTEE
(ON AGENDA WITH PERMISSIONS OF
CHAIRPERSONS OF BOARD AND FINANCE COMMITTEE)

F022212
CDB:ms
03-07-12F03

F03

AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF AND THE TOWNSHIP OF FLUSHING

THIS AGREEMENT is by and between the COUNTY OF GENESEE, acting through its Board of Commissioners, 1101 Beach Street, Flint, Michigan 48502 (hereinafter referred to as the "County"), the OFFICE OF THE GENESEE COUNTY SHERIFF, 1002 South Saginaw Street, Flint, Michigan 48502 (hereinafter referred to as "Sheriff"), and the **TOWNSHIP OF FLUSHING**, acting through its Board of Trustees, 6524 North Seymour Road, Flushing, Michigan 48433 (hereinafter referred to as the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the township and to enforce applicable criminal statutes, and has appropriated funds to defray the cost of the services to be provided under this Agreement by the Sheriff.

WHEREAS, the Township is desirous of contracting with the Sheriff and the County for the performance of the hereinafter described law enforcement services within Township boundaries during the period of March 7, 2012 through December 31, 2012 by the Sheriff; and

WHEREAS, the County and the Sheriff are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Michigan Act 246 of the Public Acts of 1945, as amended (MCLA 41.181 et seq.; MSA 5.45[1] et seq.); and

NOW, THEREFORE, pursuant to the provisions of the aforesaid statute, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services and to enforce applicable criminal statutes within the geographical area of the Township to the extent and in the manner set forth in this agreement.

2. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.
 - (a) Except as otherwise hereinafter provided for, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.
 - (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.
 - (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.
 - (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.
3. To facilitate the performance of said functions, the Sheriff and County shall have full cooperation and assistance from the Township, its officers, agents and employees.
4. For the purpose of performing said functions, County and Sheriff shall furnish and supply all necessary labor, supervision, equipment,

communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered hereunder. The Township has the option, upon thirty (30) days prior written notice to the County and Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.
- (b) Except as herein otherwise specified, the Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, and the County hereby agrees to hold harmless the Township against any such claim.
6. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the Township or of officers or employees thereof, and the Township shall defend and hold harmless the County, its officers and employees against any claim of damages resulting therefrom.
7. Township, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the County, or the Sheriff or of the officers and employees of the County, and the County shall hold the Township and its officers harmless from, and shall defend the Township and its officers and employees against, any claim for damages resulting therefrom.

8.
 - (a) Unless sooner terminated as provided for herein, this Agreement shall be for a term commencing on March 7, 2012, and ending December 31, 2012.
 - (b) Subject to subsection 9 (f) below, any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.
9.
 - (a) The Township agrees to pay the County the cost of performing all services covered by this Agreement. The basic cost of such services shall not exceed \$445,490.00 for the term described above (pursuant to the Attachment A incorporated herein by reference). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs, until such time as the Township should, pursuant to its option contained in paragraph number 4 above, furnish and supply any equipment and/or supplies in order to reduce contract costs. The County reserves the right to demand, and the Township agrees to pay, vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.
 - (b) In addition to the basic costs designated in subsection 9(a) above, the Township agrees to pay costs for any overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

- (c) It is understood that the staffing provided for in this Agreement supports 24/7 coverage for the Township but does not include backfilling of positions when an assigned individual is absent due to illness or vacation. The Township agrees to pay all costs, dollar for dollar, associated with such additional coverage if the Township chooses to request it.
- (d) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.
- (e) Actual computation of applicable costs hereunder shall be made by the Genesee County Controller, and payments for such costs shall be made promptly by the Township on receipt of the Controller's quarterly statement.
- (f) 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 Township agrees to reimburse the County to the extent of the increased costs.
- (g) The County may terminate this Agreement immediately in the event its costs exceed \$445,490.00 per Agreement term and the Township declines to pay County for such additional costs.

- (h) Either party may terminate this Agreement as a result of the ongoing Act 312 action by giving three days written notice to the other party of the intent to terminate the contract. If terminated under this section, the Township agrees it remains liable for all costs accrued under this contract through the date of termination.
- 10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township monthly.
- 11.
 - (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.
 - (b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments. All fees for said services shall be paid over to the Township Treasurer.
- 12.
 - (a) The police protection shall be as follows: Four (4) full-time police deputies and 40% of a Detective Sergeant to provide patrol, enforcement, and investigative services as agreed upon between the Township and the Sheriff.
 - (b) The supervision for the police protection shall be as follows:
 - (1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and

will be in and out of Flushing Township on an irregular schedule.

- (2) Second line supervision shall be the Captain of Law Enforcement.
 - (3) Third line supervision shall be the Undersheriff.
 - (4) Fourth line supervision shall be the Sheriff.
- 13. Copies of the daily activity reports, in addition to a monthly report, will be submitted monthly to the Township Board or at any time certain information is requested by the Board, and will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.
- 14. Residents of the Township will be able to request emergency police assistance by telephoning 911 at all hours and may obtain information by telephoning (810) 257-3422 at all hours.
- 15. The Township patrol car will not be sent out of the Township on any call unless it is of an emergency nature (life or property) and only through verbal permission of a sergeant or higher ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist and not to investigate the complaint.
- 16. The Sheriff agrees that the officers of the former Flushing Township Police Department who, at the commencement of this Agreement, are participating in Act 312 negotiations are encouraged to apply, and will be considered, for employment with the Genesee County Sheriff Department. This section may not be construed as an offer or commitment to employ said officers.

DRAFT

IN WITNESS WHEREOF, the Township of Flushing, by Resolution adopted by its Township Board, has authorized this Agreement to be subscribed by its Supervisor and its Clerk, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be subscribed by the Chairperson and the Clerk of the Board, and the seal of the County to be affixed hereto and attested to by the Clerk of the Board (copies of both resolutions being attached hereto), and the Sheriff of Genesee County does hereby approve this Agreement.

(Signature Page Follows)

DRAFT

COUNTY OF GENESEE

TOWNSHIP OF FLUSHING

BY: JAMIE CURTIS, Chairperson

BY: TERRY A. PECK, Supervisor

Date: _____

Date: _____

BY: ROBERT J. PICKELL, Sheriff

BY: JULIA MORFORD, Clerk

Date: _____

Date: _____

BY: MICHAEL J. CARR, Clerk

Date: _____

Approved as to form:

Celeste D. Bell, Interim Corporation Counsel

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, allows and authorizes the payments of bills, claims, and obligations for the County of Genesee in the amount of \$8,804,061.93 for the period ending February 3, 2012, including \$316,891.42 from the General Fund; \$1,139,815.44 for the period ending February 10, 2012, including \$89,941.73 from the General Fund; and \$6,900,464.16 for the period ending February 17, 2012, including \$33,364.40 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G022912V11A
ACT:ms
02-29-12
03-07-12G01

G01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Circuit Court to accept an unsolicited grant in the amount of \$50,000 from the Office of Highway Planning and the State Court Administrative Office, to support the Adult Felony Drug Court Program, is approved (Request and grant agreement on file with the minutes of the February 29, 2012, meeting of the Governmental Operations Committee), and that the Chairperson of the Board of Commissioners is authorized to execute the grant agreement on behalf of Genesee County, Michigan.

GOVERNMENTAL OPERATIONS COMMITTEE

G022912VIID
ACT:ms
02-29-12
03-07-12G02

G02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Community Corrections Coordinator to approve the amendments to the Prisoner Reentry vendor subcontracts for FY2012, is approved (Request and subcontract amendments on file with the minutes of the February 29, 2012, meeting of the Governmental Operations Committee), and that the Chairperson of the Board of Commissioners is authorized to execute the subcontract amendments on behalf of Genesee County, Michigan.

GOVERNMENTAL OPERATIONS COMMITTEE

G022912VIIIE
ACT:ms
02-29-12
03-07-12G03

G03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the requested travel by three Commissioners of this Board to the 2012 Michigan Association of Counties Legislative Conference in Lansing, Michigan, on March 26-28, 2012, at a cost not to exceed \$690.00, is approved (a copy of the memorandum request dated February 29, 2012, being on file with the official records of the February 29, 2012, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G022912VIIF
ACT:ms
02-29-12
03-07-12G04

G04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the action taken February 22, 2012 by the Human Services Committee in approving and authorizing the submission by Career Alliance, Inc. to the Michigan Department of Energy, Labor and Economic Growth, Office of Workforce Development of the following Training Plan for the Genesee/Shiawassee County Workforce Development Board for Program Year 2011/2012:

Michigan Works! System Plan
Calendar Year (PY) 2012

(a copy of the memorandum request and referenced training plan being on file with the official records of the February 22, 2012 meeting of the Finance Committee of this Board);

BE IT FURTHER RESOLVED that the Chairperson of this BOC is authorized and directed to sign said training plan on behalf of this Board.

HUMAN SERVICES COMMITTEE

H022212VIIA1
CDB:ms
02-22-12
03-07-12H01

H01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken February 22, 2012 by the Human Services Committee approving sponsorship by Genesee County Community Action Resource Department (GCCARD) of the 19th Annual Walk for Warmth, to be held February 25, 2012, as set forth in a memorandum from the Executive Director of GCCARD dated February 22, 2012 (a copy of the memorandum request and supporting documentation being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIIB2
CDB:ms
02-22-12
03-07-12H02

H02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the contract between the Genesee County Health Department and the Regents of the University of Michigan on behalf of the University of Michigan-Flint School of Health Professions and Studies, Department of Nursing to provide a clinical training location for nurse practitioner and undergraduate nursing students is approved (a copy of the memorandum request and contract being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC1
CDB:ms
02-22-12
03-07-12H03

H03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the agreement between the Genesee County Health Department and the Regents of the University of Michigan to provide Michigan Youth Violence Prevention services for the period October 1, 2011 through September 30, 2012, compensation to the Health Department being \$10,000.00, is approved (a copy of the memorandum request and agreement being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC2
CDB:ms
02-22-12
03-07-12H04

H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the contract between the Genesee County Health Department and Oakland University to provide a clinical training location for nurse practitioner students is approved (a copy of the memorandum request and contract being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC3
CDB:ms
02-22-12
03-07-12H05

H05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the contract between the Genesee County Health Department and the Regents of the University of Michigan to provide Prevention Research for the period October 1, 2011 through September 30, 2012, compensation to the Health Department being \$33,317.00, is approved (a copy of the memorandum request and agreement being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC4
CDB:ms
02-22-12
03-07-12H06

H06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the contract between Genesee County and Flint Odyssey House, Inc. for the period October 1, 2011 through September 30, 2012, for the provision by Flint Odyssey House of professional services pursuant to the REACH US Year 5 grant at a compensation rate of \$73,144.00, is approved (a copy of the memorandum request and agreement being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC5
CDB:ms
02-22-12
03-07-12H07

H07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Health Officer to approve overnight travel and attendance by Health Department employees Isaiah Matan, Brian McKenzie and Roderick McNeill, to the required Housing and Urban Development Office of Healthy Homes and Lead Hazard Control training session in Austin, TX for the period April 15-18, 2012, funded by the HUD-Lead grant, county funding account no. 221.00.00.6170.46495.000 Training, is approved (a copy of the memorandum request dated February 7, 2012 and supporting documentation being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC6
CDB:ms
02-22-12
03-07-12H08

H08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the Genesee County Health Department's 2012 Public Health Week Conference and contract with the Riverfront Conference Center as venue for the conference on April 3 2012, at a rate of \$6,244.00, funded entirely from non-county funds, county funding account no. 221.00.00.6285.28680.000, is approved (a copy of the memorandum request dated March 13, 2012 and supporting documentation being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC7
CDB:ms
02-22-12
03-07-12H09

H09

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the agreement between the Genesee County Health Department and the Clio Healthy Community Initiative for the period April 2012 through March 2013, at a rate of \$43,112.00, funded entirely from non-county funds, county funding account no. 221.00.00.6084.28680.000, is approved (a copy of the memorandum request dated February 14, 2012 and supporting documentation being on file with the official records of the February 22, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H022212VIIC8
CDB:ms
02-22-12
03-07-12H10

H10

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that Dr. Brian Hunter, M.D., the Genesee County Medical Examiner, is authorized to apply to, and participate and attend, at county expense, one of the three proposed universities for the purpose of obtaining a Masters in Public Health degree, which will permit him to serve as the county medical director when needed;

BE IT FURTHER RESOLVED, that upon admission into the program, Corporation Counsel is authorized and directed to prepare an agreement between Genesee County and Dr. Hunter whereby the County will agree to pay for the program tuition not to exceed \$32,5000, in exchange for a minimum period of service by Dr. Hunter as medical director, and the Chairperson of this Board is authorized to sign said agreement on behalf of Genesee County (a copy of the memorandum request being on file with the official records of the February 1, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H020112VIIC1
CDB:ms
02-01-12
03-07-12H11

H11

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Community Action Resource Department to approve the contract with E&L Construction Group, Inc., for construction of a food preparation kitchen at the facility located at 2727 Lippincott Boulevard, is approved (Request dated February 24, 2012, and contract on file with the minutes of the February 29, 2012, meeting of the Public Works Committee), and that the Chairperson of the Board of Commissioners is authorized to execute the contract on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

P022912VIA
ACT:ms
02-29-12
03-07-12P01

P01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the low bids for Model Year 2012 vehicle purchases of Express Cargo Vans and 4WD Pickup Trucks, identified in bold print on the bid tabulation document captioned "IFB # 12-005 GM ½ TON EXPRESS CARGO VANS AND 2012 CHEVROLET ½ TON 4WD PICKUP OR APPROVED ALTERNATES DUE WEDNESDAY, FEBRUARY 15, 2012 11:00 A.M. (Revised)" on file with the minutes of the February 29, 2012, meeting of the Public Works Committee, are hereby accepted.

PUBLIC WORKS COMMITTEE

P022912VIIB
ACT:ms
02-29-12
03-07-12P02

P02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Community Action Resource Department to approve the contract with Al-Car Unlimited Solutions, LLC, for process re-engineering and technical consulting services, is approved (Request dated February 28, 2012, and contract on file with the minutes of the February 29, 2012, meeting of the Public Works Committee), and that the Chairperson of the Board of Commissioners is authorized to execute the contract on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

P022912VIID
ACT:ms
02-29-12
03-07-12P03

P03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Building & Grounds Department to approve the extension amendment to the restroom and janitorial supplies contract with Joshen Paper & Packaging d\l\b\l SupplyPro, is approved (Request and amendment on file with the minutes of the November 9, 2012, meeting of the Public Works Committee), and that the Chairperson of the Board of Commissioners is authorized to execute the extension amendment on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

P022912VIIC
ACT:ms
02-29-12
03-07-12P04

P04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by Corporation Counsel to approve Addendum #4 to the real estate purchase agreement dated September 22, 2011, between Genesee County and Midwest Flint Pierson Properties, LLC, for the real property located at 115 E. Pierson Road, Flint, Michigan, 48502, is approved (Request and Addendum on file with the minutes of the March 7, 2012, meeting of the Genesee County Board of Commissioners), and that the Chairperson of the Board of Commissioners is authorized to execute the Addendum on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

(On agenda with permission of Public Works Committee and Board
Chairpersons)

ACT:ms
03-07-12P05
With Attachments

P05



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ASSISTANT
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ANDREW C. THOMPSON

MEMORANDUM

TO: Ted Henry, Chairperson
Public Works Committee

FROM: Andrew Thompson
Assistant Corporation Counsel

DATE: March 5, 2012

RE: Approval of Addendum #4 to McCree North purchase agreement

The County has executed a contract for the sale of the former Health Department facility at 115 E. Pierson Road in Flint ("McCree North"). The closing is expected to occur on or before April 15, 2012.

Previously, the County Board of Commissioners approved an addendum to the contract under which the County would demolish the structure on the property prior to closing, and the purchaser would pay half of the cost of the demolition. This serves the purpose of mitigating the County's losses with regard to vandalism that occurred in the building in late 2011.

The purchaser has requested that the addendum also include two additional provisions. First, the purchaser has requested that the County acknowledge, in the addendum, that the purchaser has exercised its right to extend the inspection period under the contract. Second, the purchaser has requested the addition of a provision correcting the purchaser's name under the contract. Staff has reviewed both additional provisions, and recommends approval of the addendum with the additional provisions.

REQUESTED ACTION: Approval of the proposed addendum #4 to the McCree North purchase agreement, and authorization for the Board Chairperson to execute the addendum on behalf of the County.

Addendum #4 to Purchase Agreement dated 9/22/2011
Between County of Genesee and Midwest Flint Pierson Properties LLC for
Property located at:
115 E. Pierson, Flint, MI 48502

It is hereby further understood and agreed that the undersigned Purchaser and Seller agree to amend the Purchase Agreement described above as follows:

Inspection Period: Purchaser and Seller acknowledge that Purchaser's Inspection Period, as described in Article 5 of the Purchase Agreement, expires on March 12, 2012.

Demolition and Closing: Purchaser and Seller agree that Seller will demolish the existing structure on the Property on or before April 16, 2012, at Seller's sole cost and expense. Such demolition shall include the removal of the existing building(s), including its footings and foundation, and shall be done in accordance with (i) the City of Flint Code requirements, and (ii) a demolition contract which has been approved in advance by the Purchaser.

Closing shall occur on or before the date which is ten (10) days after Seller notifies Purchaser that Seller has completed its demolition work in accordance with the demolition contract.

At closing, Purchaser shall reimburse Seller for fifty (50%) percent of the cost of the demolition contract, not to exceed \$18,500.00. In the event that Purchaser does not close on the Property, Purchaser shall not be liable to Seller for any of the demolition costs.


Purchaser Entity: At the closing, the Purchaser entity shall be "Midwest DG Properties, LLC, a Michigan limited liability company" which is a related entity to the previously identified purchaser entity.

All other terms and conditions of the Purchase Agreement shall remain the same.

Witness:



Purchaser:

 Date: 3-2-12

Seller:

_____ Date: _____