

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 Office of the Sheriff to approve the attached contract with Flushing Community Schools for a School Resource Officer is approved (a copy of the memorandum request dated August 20, 2012, being on file with the official records of the August 29, 2012, meeting of the Finance Committee of this Board), and the Chairperson of this Board is authorized to sign the contract on behalf of Genesee County; and

BE IT FURTHER RESOLVED that there is established in the Sheriff's Department a School Resource Officer, to be funded with the revenues generated by the contract with Flushing Community Schools, and the Human Resources Director is authorized to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

FINANCE COMMITTEE

F082912VIIA
CDB:ms
09-11-12
09-12-12F01

F01

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County") and the Genesee County Sheriff (the "Sheriff"), and Flushing Community Schools, whose principal place of business is located at 522 N. McKinley Road, Flushing, MI 48433 ("FCS") (the County, Sheriff and FCS together being the "Parties").

1. Term

The term of this Contract commences on September 1, 2012, and shall be effective through June 15, 2013 (the "Term").

2. Purpose

This contract is entered into for the purpose of the Sheriff to provide a Genesee County Sheriff's deputy who is a certified police officer to act as the School Resource Officer to Flushing Community Schools.

3. Scope of Work

The County agrees to assign a certified police officer to the Flushing Community Schools to provide police and counseling services to students, teachers, administrators and parents within the school system (the "Services").

4. Compensation

- 4.1 FCS agrees to pay the County for performing all services covered by this Contract. The basic cost of such services shall not exceed \$80,000 for the Term described above (pursuant to Exhibit A which is incorporated herein by reference). The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs. The County reserves the right to demand, and FCS agrees to pay, vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.
- 4.2 The County will provide to FCS quarterly invoices, along with any supporting documentation such as time sheets and receipts for incurred expenses. FCS will pay the County within thirty (30) days of receipt of the County's invoice and supporting documentation.
- 4.3 In addition to the basic costs designated in subsection 4.1 above, FCS agrees to pay costs for any overtime incurred in the course of providing the services under this Contract.

- 4.4 It is understood that the staffing provided for in this Contract supports a full time position for FCS but does not include weekends, holidays, or backfilling of the position when an assigned individual is absent due to illness or vacation. FCS agrees to pay all costs, dollar for dollar, associated with such additional coverage, if FCS chooses to request it.
- 4.5 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.
- 4.6 If, during the period covered by this Contract, 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 Contract shall be amended to include the increased cost of providing the services covered by this Contract, and FCS agrees to reimburse the County to the extent of the increased costs.
- 4.7 The County and the Sheriff agree that overtime incurred during the period covered by this Contract shall be kept to a minimum. The County and Sheriff further agree to report overtime costs, if any, to FCS monthly.

5. Taxes.

The County is a Michigan Municipal Corporation. FCS acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is Sheriff Robert Pickell (the "Contract Administrator"). FCS acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The FCS agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Termination

- 7.1 Any party may terminate this Contract for any reason upon written notice to the other parties of not less than forty-five (45) days prior to the date of such termination.
- 7.2 The County may terminate this Contract immediately in the event its costs exceed, or are anticipated to exceed, \$80,000.00 for the Contract Term and FCS declines to pay the County for such additional costs.

7.3 In the event of termination, the County is not liable to FCS for any costs incurred to obtain substitute performance.

8. Nondiscrimination

The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that they will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. The Parties further covenant that they will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

9. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by FCS to the County, are subject to disclosure under the provisions of MCL §15.231, *et seq.*, known as the "Freedom of Information Act".

10. 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.

11. General Provisions

11.1 Entire Contract

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

11.1.1. The Contract - This Professional Services Contract

11.1.2. Exhibit A -Anticipated Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict

between this Contract and any Exhibit, the terms of this Contract shall control.

11.2 No Assignment

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

11.3 Modification

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

11.4 Binding Effect

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

11.5 Headings

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

11.6 Governing Law and Venue

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

11.7 Severability and Survival

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

11.8 Interpretation

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

11.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that FCS fails to abide by the terms of this Contract.

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

COUNTY OF GENESEE

By: _____ Date: _____
Jamie W. Curtis, Chairperson
Board of County Commissioners

GENESEE COUNTY SHERIFF

By: _____ Date: _____
Robert J. Pickell, Sheriff

FLUSHING COMMUNITY SCHOOLS

By: _____ Date: _____
John Olson, President
Flushing School Board

Approved as to form:

Approved as to form:

Celeste D. Bell
Interim Genesee County Corporation Counsel

James I. Delaney
For Flushing Community Schools

EXHIBIT A

Anticipated Budget

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

LADY AND GENTLEMEN:

WHEREAS, pursuant to the procedures mandated in this Board's Resolution #08-05, the Register of Deeds has submitted a funding request and asserted justifications for overtime for the period of September 1, 2012 through September 30, 2012, such request and asserted justifications appearing in the official records of the August 22, 2012, meeting of the Finance Committee of this Board; and

WHEREAS, said Committee, upon review and consideration of the Register's requests and asserted justifications, has recommended certain funding for the overtime activities requested for funding, as above referenced, by the Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the sum of \$20,000.00 is transferred from the Register of Deeds budget line item Salary Permanent (101.2364.30015) and allocated as specified to the Register of Deeds Salary Overtime (101.2364.30055) to cover all anticipated overtime costs during the month of September 2012 in the Register's Office.

FINANCE COMMITTEE

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09-11-12
09-12-12F02

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 Treasurer, to authorize the transfer of \$25,000 from the Dog Licenses line item within the Treasurer's FY 2011/2012 Budget (No. 101.00.00.4300.22040.000) to the Equipment Computer line item (No. 101.00.00.2530.65105.000) for the purpose of purchasing dog licensing software from BS&A Software, is approved (a copy of the memorandum request dated September 10, 2012, being attached to this resolution), and that the Controller is authorized to transfer the funds as requested.

FINANCE COMMITTEE

(On agenda with permission of Finance Committee and Board Chairpersons).

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CDB:cdb
09-11-12
09-12-12F03

F03

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 (this "Board"), that the budget attached to this Resolution (the "Proposed Budget") is adopted as the proposed Genesee County Budget for the fiscal year commencing October 1, 2012, and ending September 30, 2013 (the "Ensuing Fiscal Year").

BE IT FURTHER RESOLVED, that the Proposed Budget is Genesee County's proposed general appropriations act for the Ensuing Fiscal Year, within the meaning of Act No. 2 of the Public Acts of 1968, as amended, MCL §141.421 et seq., and consists of the following components: 1) Proposed appropriations/expenditures, as itemized in the component at pages V through VII of the Proposed Budget, titled "Genesee County, Michigan - 2012/2013 Proposed Budget," and as specifically set forth in the last three columns of each of those pages, being the columns respectively captioned "General Fund," "Other," and "Total Proposed Budget;" 2) a statement as to *ad valorem* taxes having a total of 8.1766 mills, levied and proposed to be levied in support of the Proposed Budget, and of other estimated revenues from General Fund and other sources, such taxes and other revenues being as set forth at page IV of the Proposed Budget, which page is captioned "Genesee County, Michigan, Projected Revenues, 2012/2013 Proposed Budget," and at pages III and IV of the Proposed Budget, which pages are captioned "GENESEE COUNTY, MICHIGAN, PROPERTY TAX MILLAGES RELATING TO 2012-2013 PROPOSED BUDGET;" 3) a proposed "Adjustments to Authorized Personnel - 2012/2013

Proposed Budget,” as set forth at pages I; 4) a “Summary of Fiscal Year 2012/2013 Proposed General Fund Budget” at page VIII.

BE IT FURTHER RESOLVED, that “Phase-In Reductions,” in the total amount of \$4,059,128, as identified in the Proposed Budget at page V, would be implemented in respective portions on or before December 31, 2012 and March 31, 2013.

BE IT FURTHER RESOLVED, that a copy of the Proposed Budget shall be held by the County Clerk and made available by him for public inspection, in his offices, upon adoption of this Resolution.

BE IT FURTHER RESOLVED, that, in accordance with MCL §§141.411-415, a meeting of this Board will be held at 9:00 a.m., on September 26, 2012, in the Willard P. Harris Auditorium, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan, that a public hearing on the Proposed Budget will be held during that meeting, at 9:00 a.m. or as soon thereafter as the order of business will permit, and that such a public hearing is scheduled, called and noticed for that time, date and place, so that this Board may adopt the 2012/2013 Genesee County Budget at its meeting of September 26, 2012, the business of such meeting, however, not necessarily being limited to such Budget.

BE IT FURTHER RESOLVED, that the County Clerk or his designee is directed to have published in The Flint Journal the attached NOTICE OF PUBLIC HEARING ON PROPOSED 2012-2013 GENESEE COUNTY BUDGET, such publication to be no later than September 20, 2012, The Flint Journal being found and

declared by this Board to be a newspaper of general circulation within Genesee County.

BE IT FURTHER RESOLVED, that the attached Notice is to be published as a display advertisement in a location other than the legal notices or classified advertisement portions of the newspaper, and that the following statement in the Notice is to be printed in 11-point boldfaced type: "The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."

BE IT FURTHER RESOLVED that:

1. This Board contemplates certain additions or reductions in the authorized work force of the departments designated in the attached schedule of proposed Adjustments to Authorized Personnel (the "Personnel Schedule"), to the extent respectively indicated for each department in that schedule.

2. Each of the heads of the departments which would be reduced by these contemplated actions will be afforded a reasonable opportunity to comment, at a meeting of the Finance Committee of this Board, which meeting is here scheduled to be held at 9:45 a.m. on September 19, 2012, in the Willard P. Harris Auditorium, Genesee County Administration Building (Third Floor), 1101 Beach Street, Flint, Michigan, regarding the contemplated reduction in work force in their respective department.

3. In order to assure compliance with subsection 10.1 of the County Personnel Policy Manual, however, heads of the departments designated in the Personnel Schedule as proposed for authorized work force

reduction shall be provided notice by the Controller, of the reduction contemplated for their respective departments, together with a copy of this Resolution, along with notice that they will be afforded the opportunity, at the above referenced Finance Committee meeting, to recommend that their respective reductions be allocated between classifications within their department in some manner different from the contemplated reduction.

4. Any Department Heads desiring to comment to this Board regarding allocation of personnel reductions that are contemplated for their respective departments may do so at the Finance Committee meeting on September 19, 2012 or the public hearing on September 26, 2012, and such comments, if any, will be heard and considered by this Board, at that meeting and prior to adoption of a County Budget for the Ensuing Fiscal Year.

BE IT FURTHER RESOLVED, that, in anticipation of elimination of the personnel positions for which "eliminate" is the designated action in the Personnel Schedule, the Acting Director of Human Resources is authorized to provide such layoff notices as would be required if each of those positions were being eliminated effective at 5:00 p.m. on the respective elimination date stated in that Schedule, or at the close of the last work shift for an employee in that position for a shift commencing before that stated elimination date, whichever would be the later; provided, however, that any such elimination date shall instead be such later date, if any, as is necessary to provide notice of layoff as required by any collective bargaining agreement (CBA), any continued rights under an expired CBA, or the County Personnel Policy.

BE IT FURTHER RESOLVED, other provisions of this Resolution notwithstanding, that:

A. This Board recognizes that elimination of personnel positions with the Genesee County ("County") funded courts (Genesee County Circuit, Genesee County Probate, and 67th District, collectively the "Courts") such positions including but not being limited to positions within the Office of the Genesee County Friend of the Court, requires concurrence of the respective Courts, even though the Courts are not authorized to maintain such positions to an extent and duration which requires County funding in excess of that provided by this Board.

B. This Board stipulates that concurrence in laying off any person from any personnel position within any of the Courts, as a result of a position being scheduled for elimination in the Personnel Schedule, would be accepted by the County and this Board as having only been given in order to comply with budgetary limitations and would be without prejudice to any position by the respective Court that this Board was required to have provided funding sufficient to have allowed that position to be maintained.

C. Given the stipulation stated in subparagraph B above, the respective Courts are requested to concur in laying off their personnel pursuant to the position eliminations in the Personnel Schedule.

D. Layoff notices shall not be provided to personnel within one of the Courts unless and until the respective Court has concurred in the position elimination from which the layoff would result.

BE IT FURTHER RESOLVED, that BE IT FURTHER RESOLVED, that this Board adopts the following salary and fringe benefit adjustments, applicable to non-union employees, elected and appointed officials, as specified:

E. Non-Union

- 1) Reduce each employee's salary by 1%. A 3.5% reduction in salary is proposed. Taking into account the 2.5% raise received by almost all bargaining groups in 2010 that was not received by non-union employees and elected officials produces a net 1% salary reduction.
- 2) Increase by 2% the Employee contribution rate for Retiree Health Care (VEBA) (before taxes).
- 3) Decrease the Employer rate for Defined Contribution Retirement Plan from 10% of gross wages to 8% of gross wages.
- 4) Increase the Employee rate for Defined Benefit Retirement Plan from either .5% or 5% to 7%.
- 5) Create five "Floating Holidays" to be used by this group of employees.
- 6) Reduce vacation pay-out percentage from 60% to 55%.
- 7) All of the above changes are to be effective as of September 29, 2012.

F. Department Heads and Appointed Officials

- 1) All changes described above in E. 1-6.
- 2) All changes to be effective as of October 1, 2012.

G. County Commissioners

- 1) Increase by 2% the Employee contribution rate for Retiree Health Care (VEBA) (before taxes).

2) Decrease the Employer rate for Defined Contribution Retirement Plan from 10% of gross wages to 8% of gross wages.

3) All changes to be effective as of January 1, 2013.

H. County-wide Elected Officials

1) Reduce each official's salary by 1%. A 3.5% reduction in salary is proposed. Taking into account the 2.5% raise received by almost all bargaining groups in 2010 that was not received by non-union employees and elected officials produces a net 1% salary reduction.

2) Increase by 2% the Employee contribution rate for Retiree Health Care (VEBA) (before taxes).

3) Decrease the Employer rate for Defined Contribution Retirement Plan from 10% of gross wages to 8% of gross wages.

4) All changes to be effective as of January 1, 2013.

FINANCE COMMITTEE

CDB:cdb
09-11-12
09-12-F4
Attachments (2)

F4

GENESEE COUNTY, MICHIGAN
2012/2013 PROPOSED BUDGET

Genesee County, Michigan
Adjustments to Authorized Personnel
2012/2013 Proposed Budget

<u>Department</u>	<u>Positions</u>	<u>Funding</u>	<u>Action</u>
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	DEPUTY	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	SERGEANT	PARAMEDIC MILLAGE	ELIMINATE 09/30/12
SHERIFF	CORRECTIONS DEPUTY	GENERAL FUND	ELIMINATE 09/30/12
SHERIFF	CORRECTIONS DEPUTY	GENERAL FUND	ELIMINATE 09/30/12
SHERIFF	CORRECTIONS DEPUTY	GENERAL FUND	ELIMINATE 09/30/12
SHERIFF	LIEUTENANT	GENERAL FUND	CREATE 10/01/12
DISTRICT COURT	SENIOR DEPUTY DISTRICT COURT CLERK	GENERAL FUND	ELIMINATE UPON RETIREMENT NOVEMBER
ANIMAL SHELTER	KENNEL ATTENDANT	GENERAL FUND	CREATE 10/01/12
FRIEND OF THE COURT	PROGRAM CLERK	GENERAL FUND/COOP REIMB	ELIMINATE 09/30/12
FRIEND OF THE COURT	PARALEGAL	GENERAL FUND/COOP REIMB	ELIMINATE 09/30/12
HUMAN RESOURCES	SECRETARY-PART TIME (UNFILLED)	GENERAL FUND	ELIMINATE 09/30/12
PLANNING	ASSISTANT PLANNING DIRECTOR	PLANNING GRANTS	ELIMINATE 09/30/12
PLANNING	SENIOR PLANNER	PLANNING GRANTS	ELIMINATE 09/30/12
PLANNING	SENIOR PLANNER	PLANNING GRANTS	ELIMINATE UPON FILLING PRINCIPAL PLANNER
PLANNING	SENIOR PLANNER	PLANNING GRANTS	ELIMINATE UPON FILLING PRINCIPAL PLANNER

Genesee County, Michigan
Projected Revenues
2012/2013 Proposed Budget

<u>Revenue Source</u>	<u>General Fund</u>	<u>Other</u>	<u>Total</u>
Taxes			
Property Taxes-General Operating	43,329,630		43,329,630
Property Taxes-Health Services Plan		8,153,359	8,153,359
Property Taxes-Emergency Medical Services		3,951,933	3,951,933
Property Taxes-Parks and Recreation		4,166,933	4,166,933
Property Taxes-Senior Citizens		5,900,000	5,900,000
Accommodation Ordinance Taxes		1,000,000	1,000,000
Tax Reversion		3,252,229	3,252,229
Licenses and Permits	978,050	1,125,782	2,103,832
Intergovernmental Revenues	8,830,631	33,760,217	42,590,848
Charges for Services	8,967,991	6,807,484	15,775,475
Fines and Forfeitures	2,004,393	8,500	2,012,893
Miscellaneous Revenues	14,425,622	3,805,537	18,231,159
Use of Fund Balance		1,589,719	1,589,719
Total Revenues	<u>78,536,317</u>	<u>73,521,693</u>	<u>152,058,010</u>

GENESEE COUNTY, MICHIGAN
PROPERTY TAX MILLAGES
RELATING TO 2012-2013 PROPOSED BUDGET

The 2012 ad valorem property taxes levied and to be levied by Genesee County will be:

5.5072 mills for general purposes
0.4847 mill for emergency medical services
0.4847 mill for parks and recreation
0.7000 mill for senior services
1.0000 mill for an uninsured health services delivery system
8.1766 Total Mills

Subject to constitutional and statutory limitations and subject to any revisions hereafter authorized by the County's electorate, the County's 2013 ad valorem property taxes will be the same 8.1766 mills, with the same components and purposes, as are stated above with respect to the 2012 taxes. Constitutional and statutory limitations could require these millages to be reduced for the 2012 taxes.

The County's 2012-2013 Budget (the Budget) will be funded by a portion of the revenues from the County's 2012 summer ad valorem property tax, the revenues from the County's December 2012 ad valorem property tax, the revenues from the County's 2013 summer ad valorem property tax, and revenues from sources other than the ad valorem property tax.

The December 2012 levy will include 0.4847 mill for emergency medical services, 0.4847 mill for parks and recreation, 0.7000 mill for senior services, and 1.0000 mill for an uninsured health services delivery system.

The above identified December 2012 levies are to be used to fund the Budget, to the extent of \$3,951,933 for emergency medical services (also identified as paramedics), \$4,166,933 for parks and recreation, \$5,900,000 senior services, and \$8,153,359 for an uninsured health services delivery system.

Subject to constitutional and statutory limitations, and to any revisions hereafter authorized by the County's electorate, the County's 2013 summer tax will be 5.5072 mills for general purposes. The estimated revenues from this levy are \$37,962,467. In addition, an estimated \$5,367,163 in collections from the County's 2012 summer tax will be recognized as revenue for general purposes for use in the County's 2012/2013 fiscal year.

The mills to be levied in support of this Budget thus are 5.5072 mills for general purposes, 0.4847 mill for emergency medical services, 0.4847 mill for parks and recreation, 0.7000 mill for senior services, and 1.0000 mill for an uninsured health services delivery system, for a total of 8.1766 mills. The total revenue estimated from these mills is \$65,501,855.

The various purposes for which the above identified general purposes revenue is to be utilized are those identified in pages V through VII for which there is an amount stated in the column under the heading "General Fund." The respective amounts allocated to those purposes are those stated in that "General Fund" column.

Genesee County, Michigan
2012/2013 Proposed Budget

Departments:

		Fringe	Non-	Total	General		Total
	Salaries	Benefits	Personnel	Requested	Fund	Other	Requested
			Costs	Budget			Budget
<u>Management and Planning</u>							
Accommodation Tax			20,000	20,000		20,000	20,000
Board Coordinator	120,571	69,413	16,469	206,453	206,453		206,453
Board of Commissioners	290,609	176,121	22,362	489,092	489,092		489,092
Boundary Commission	100		100	200	200		200
County Clerk:							
Election/Campaign Finance	224,653	180,510	246,350	651,513	651,513		651,513
County Clerk-Court Records	908,167	683,845	8,000	1,600,012	1,600,012		1,600,012
County Clerk-Vital Records	292,904	179,261	150,900	623,065	623,065		623,065
Drains:							
Drain Commissioner	737,591	349,511	43,180	1,130,282	1,130,282		1,130,282
Drain Service	540,178	266,804	49,551	856,533		856,533	856,533
Water Shed Mgmt			125,000	125,000	85,000	40,000	125,000
Drain Equipment			354,488	354,488		354,488	354,488
Drain-at-Large			510,780	510,780	510,780		510,780
Equalization	472,186	324,167	27,482	823,835	823,835		823,835
GIS	84,023	50,961	39,825	174,809	174,809		174,809
Planning Commission	1,248,255	721,071	1,520,280	3,489,606	333,197	3,156,409	3,489,606
Register of Deeds	379,905	242,052	203,380	825,337	430,250	395,087	825,337
Treasurer	781,729	493,614	2,987,531	4,262,874	1,010,645	3,252,229	4,262,874
Appropriations:							
Appropriations-General		20,000	250,289	270,289	270,289		270,289
Phase-In Reductions			0	0	(4,059,128)		(4,059,128)
Appropriations-Overtime			395,670	395,670	395,670		395,670
Chamber of Commerce Debt Service (Bond Payments)			2,650,782	2,650,782	2,650,782		2,650,782
Grant Match Contingencies			0	0	0		0
Subtotal	6,080,871	3,757,330	9,622,419	19,460,620	7,326,746	8,074,746	15,401,492
<u>Administration of Justice</u>							
Adult Probation			42,250	42,250	42,250		42,250
Circuit Court	1,829,359	944,939	2,368,672	5,142,970	5,142,970		5,142,970
GVRG	2,210,327	1,224,802	990,377	4,425,506	2,072,753	2,352,753	4,425,506
District Court	2,624,522	1,601,979	665,826	4,892,327	4,892,327		4,892,327
Friend of the Court:							
Friend of the Court			41,000	41,000	41,000		41,000
Coop. Reimbursement	4,527,010	3,099,304	2,082,784	9,709,098	2,480,785	7,228,313	9,709,098
Custody and Visitation	65,868	43,144		109,012	37,580	71,432	109,012
Jury Board	118,445	52,887	38,650	209,982	209,982		209,982
Law Library			128,261	128,261	119,761	8,500	128,261
Court Services	101,496	62,804	14,230	178,530	178,530		178,530
Probate Court	939,822	569,980	227,125	1,736,927	1,736,927		1,736,927
Mental Health Court	49,324	21,274	12,100	82,698		82,698	82,698
Family Court	1,618,412	1,041,912	1,212,480	3,872,804	3,872,804		3,872,804
Prosecutor:							
Prosecutor-General	2,402,534	1,313,399	303,960	4,019,893	4,019,893		4,019,893
Cooperative Reimbursement	997,572	785,802	265,998	2,049,372	692,215	1,357,157	2,049,372
Victim/Witness Assistance Program	179,058	154,510	1,260	334,828	18,928	315,900	334,828
Drug Law Enforcement	48,232	33,484	0	81,716		81,716	81,716
AFIS Contribution			29,500	29,500	29,500		29,500
Subtotal	17,711,981	10,950,220	8,424,473	37,086,674	25,588,205	11,498,469	37,086,674

Genesee County, Michigan
2012/2013 Proposed Budget

Departments:

	Salaries	Fringe Benefits	Non-Personnel Costs	Total Requested Budget	General Fund	Other	Total Requested Budget
<u>Law Enforcement & Community Prot.</u>							
Emergency Management/Homeland Security	62,893	45,430	6,638	114,961	114,961		114,961
<u>Sheriff:</u>							
Administration	376,031	245,689	81,500	703,220	703,220		703,220
Corrections	8,163,279	5,163,022	3,156,860	14,483,161	14,483,161		14,483,161
Court Security/Transport-Circuit	736,471	775,929	1,600	1,514,000	1,514,000		1,514,000
Court Security/Transport-McCree	598,459	570,581	1,600	1,170,640	1,170,640		1,170,640
Court Security/Transport-Probate	115,043	117,921		232,964	232,964		232,964
Tether Program	57,554	64,099	96,550	218,203	218,203		218,203
Drug Team	0	0	0	0	0		0
Investigative/Detective	233,586	213,637	18,575	465,798	465,798		465,798
Marine Law	30,000	3,375	12,300	45,675	45,675		45,675
GAIN	73,403	66,064	522,444	661,911	68,875	593,036	661,911
BYRNE	0	0		0		0	0
<u>Road Patrols</u>							
Vienna	487,742	495,232	70,000	1,052,974		1,052,974	1,052,974
Fenton	304,208	296,596	75,000	675,804		675,804	675,804
Atlas	265,381	257,857	40,000	563,238		563,238	563,238
Flushing	254,194	247,246	52,948	554,388		554,388	554,388
Traffic Safety-P.A. 416 Grant	126,173	126,336	43,336	295,845		295,845	295,845
Training				0			0
Appropriations:							
New Paths			0	0	0		0
Subtotal	9,884,417	8,689,013	4,179,351	22,752,782	19,017,496	3,735,285	22,752,781
<u>Human Services:</u>							
<u>Animal Control</u>							
General	266,221	230,793	140,681	637,695	637,695		637,695
Census Program	91,757	34,795	1,900	128,452		128,452	128,452
<u>Child Care Fund:</u>							
County	404,742	260,536	9,494,946	10,160,224	5,914,193	4,246,031	10,160,224
Dept. of Human Services			3,196,164	3,196,164	1,598,082	1,598,082	3,196,164
Community Mental Health			3,700,000	3,700,000	3,700,000		3,700,000
Emergency Medical Services	2,193,652	1,714,951	956,675	4,865,278		4,865,278	4,865,278
Public Health	5,874,908	4,641,920	3,810,154	14,326,982	1,805,709	12,521,273	14,326,982
Medical Examiner	562,745	238,873	517,650	1,319,268	1,117,715	201,553	1,319,268
Senior Services	135,290	64,723	6,279,361	6,479,374		6,479,374	6,479,374
Health Services Plan			8,153,359	8,153,359		8,153,359	8,153,359
<u>Veterans Services:</u>							
Soldiers Relief Commission	49,142	24,741	17,377	91,260	91,260		91,260
Veterans Burial			35,700	35,700	35,700		35,700
Veterans Information Center	49,142	23,123	17,162	89,427	89,427		89,427
<u>Appropriations:</u>							
Cigarette Tax Appropriation				0			0
Dept. of Human Services			15,500	15,500	15,500		15,500
Substance Abuse Liquor Tax Allocation			1,471,636	1,471,636	1,471,636		1,471,636
Subtotal	9,627,599	7,234,455	37,808,265	54,670,319	16,476,917	38,193,402	54,670,319

Genesee County, Michigan
2012/2013 Proposed Budget

Departments:	Salaries	Fringe Benefits	Non-Personnel Costs	Total Requested Budget	General Fund	Other	Total Requested Budget
<u>Community Enrichment & Develop.</u>							
Accommodations Tax			980,000	980,000		980,000	980,000
Cooperative Extension				0			0
Parks & Recreation	2,494,256	1,116,893	2,445,163	6,056,312		6,056,312	6,056,312
Subtotal	2,494,256	1,116,893	3,425,163	7,036,312	0	7,036,312	7,036,312
<u>General Support</u>							
Equity & Diversity	0	0	0	0	0		0
<u>Buildings & Grounds:</u>							
General	530,505	404,857	1,655,945	2,591,307	2,512,557	78,750	2,591,307
Jail	126,671	143,001	839,100	1,108,772	1,108,772		1,108,772
McCree Courts & HS Center	122,440	103,585	481,650	707,675	250,890	456,785	707,675
Water & Waste Addition			23,800	23,800	23,800		23,800
<u>Controller:</u>							
Controller	565,103	456,652	23,500	1,045,255	971,355	73,900	1,045,255
Reimbursement	135,800	118,279	49,800	303,879		303,879	303,879
Corporation Counsel	200,735	93,081	29,660	323,476	280,476	43,000	323,476
<u>MIS:</u>							
MIS-General Desktop Hardware Replacement	987,478	617,506	1,564,280	3,169,264	2,659,215	510,049	3,169,264
Insurance	63,858	53,694	2,640,600	2,758,152	964,017	1,794,135	2,758,152
Microfilm	24,581	12,819	19,700	57,100	57,100		57,100
<u>Working Facilities:</u>							
County Parking Lot			84,000	84,000		84,000	84,000
McCree Parking Ramp			342,821	342,821	23,000	319,821	342,821
Human Resources	341,271	193,510	306,005	840,786	795,786	45,000	840,786
<u>Purchasing:</u>							
Administration Services Copier			294,000	294,000	172,200	121,800	294,000
Motor Pool	110,713	114,783	746,825	972,321	127,071	845,250	972,321
Print Shop				0			0
Purchasing	114,530	55,584	10,600	180,714	180,714	0	180,714
Telephone			307,110	307,110		307,110	307,110
Subtotal	3,323,685	2,367,351	9,419,396	15,110,432	10,126,953	4,983,479	15,110,432
 Grand Total	 49,122,809	 34,115,262	 72,879,067	 156,117,139	 78,536,317	 73,521,693	 152,058,010

TRANSFER AUTHORIZATION: The County Controller is authorized to execute transfers between appropriations in this Budget, without prior approval of the County Board of Commissioners specific to the individual transfers, to the extent provided for in that Board's Resolutions 95-220 and 95-224, both adopted June 6, 1995

Genesee County, Michigan
Summary of Fiscal Year 2012/2013 Proposed
General Fund Budget

Beginning General Fund Fund Balance 10/01/12		\$11,809,385
2012/2013 Proposed General Fund Revenue	78,536,317	
2012/2013 Requested General Fund Expenditures	<u>78,536,317</u>	
Projected General Fund Fund Balance 09/30/13		<u>\$11,809,385</u>

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING ON
PROPOSED
2012-2013 GENESEE COUNTY BUDGET**

A public hearing will be held on the proposed Genesee County budget, for the fiscal year commencing October 1, 2012 and ending September 30, 2013, at 9:00 a.m. or as soon thereafter as the order of business will permit, on September 26, 2012, in the Willard P. Harris Auditorium, Genesee County Administration Building (Third Floor), 1101 Beach Street, Flint, Michigan.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

The total ad valorem property tax millage to be levied in support of the proposed budget is 8.1766 mills. This millage will be partially from the County's 2012 tax and partially from the County's 2013 tax. Further details regarding this millage are in the proposed budget.

Any citizen wishing to address the County Board of Commissioners on the proposed budget or on the proposed property tax millage rates will be given the opportunity to make oral or written comments at the time of the hearing, and to ask questions regarding the proposed budget and the proposed millage rates.

A copy of the proposed budget is available for public inspection in the Office of the Genesee County Clerk, located on the second floor east of the Genesee County Court House Building, 900 South Saginaw Street, Room 201, Flint, Michigan 48502. The office hours of the Clerk's Office prior to the public hearing will be 8:00 a.m. to 4:00 p.m., Monday through Friday.

The County Board of Commissioners will furnish reasonable auxiliary aids and services to individuals with disabilities upon 48 hours notice. Individuals needing assistance should write or call the Board Coordinator, Genesee County Board of Commissioners, 1101 Beach Street, Flint, Michigan 48502, (810) 257-3020, TDD: (810) 257-3027 or Michigan Relay Center, 1-800-649-3777.

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 \$8,333,161.08 for the period ending August 17, 2012, including \$107,407.78 from the General Fund; and \$6,578,540.28 for the period ending August 24, 2012, including \$247,032.11 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G082912VIIA
ACT:ms
08-31-12
09-12-12G01

G01

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 August 29, 2012, by the Governmental Operations Committee of this Board, to authorize the Sheriff to submit an application to the Office of Highway Safety Planning for a FY 2012-2013 Secondary Road Patrol grant in the amount of \$367,920.00 (a copy of the memorandum request dated August 28, 2012, and supporting documentation being on file with the official records of the August 29, 2012, meeting of the Governmental Operations Committee of this Board), and the Sheriff's submission of the application on behalf of Genesee County, Michigan, is ratified.

GOVERNMENTAL OPERATIONS COMMITTEE

G082912VIIB
ACT:ms
08-31-12
09-12-12G02

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 Fifth Amendment to the Agreement Between the State of Michigan, Department of Corrections, and Genesee County Office of Community Corrections is approved (a copy of the memorandum request dated August 10, 2012, and a copy of the Amendment being on file with the official records of the August 29, 2012, meeting of the Governmental Operations Committee of this Board), and the Chairperson is hereby authorized to execute the Amendment on behalf of Genesee County, Michigan.

GOVERNMENTAL OPERATIONS COMMITTEE

G082912VIIC
ACT:ms
08-31-12
09-12-12G03

G03

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 August 29, 2012, by the Governmental Operations Committee of this Board, to authorize the Human Resources Director to attend the Seminar on Negotiating Labor/Management Agreements for Competitive Advantage in Lansing, Michigan, September 26 - 28, 2012, at a cost not to exceed \$2,400.00, funded through the FY2011/2012 Human Resources Department Budget (a copy of the memorandum request dated August 29, 2012, and the grant agreement being on file with the official records of the August 29, 2012, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G082912VIID
ACT:ms
08-31-12
09-12-12G04

G04

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 amendment to the Plan Document for the Deferred Compensation Plan for Public Employees to permit loans by the Plan to Plan Participants, said loans to be secured by the Plan Participants' accounts, and the related document entitled Loan Administrative Procedures, are approved (a copy of the memorandum request dated September 7, 2012, and supporting documentation, being attached to this Resolution), and the Chairperson of this Board is authorized to sign the Plan Amendment on behalf of Genesee County as the Plan Sponsor.

GOVERNMENT COMMITTEE

(On agenda with permission of Government Operations Committee and Board Chairpersons)

G091112_
ACT:ms
09-11-12
09-12-12G05

G05




HUMAN RESOURCES

1101 BEACH STREET, ROOM 337
FLINT, MICHIGAN 48502-1454
PHONE: (810) 257-3034 FAX: (810) 768-7097

MEMORANDUM

TO: Commissioner Jamie Curtis, Chairperson
Genesee County Board of Commissioners

All Commissioners

FROM: Donita Pikes, Acting Director 
Human Resources Department

DATE: September 7, 2012

RE: **Nationwide Retirement Solutions Contract Amendment**

Attached for your review and approval are documents to amend the current Nationwide Retirement Solutions contract regarding the county employees' deferred compensation plan. Currently, the plan does not allow for an individual to borrow from the money that s/he has placed into her/his deferred compensation account. This requested amendment will incorporate a loan provision for active County employees that participate in the Nationwide Retirement Solutions deferred compensation plan. Note that these accounts are funded fully by the employee; there is no county contribution to these accounts.

This item has been waived through committee and will appear on your Board agenda on Wednesday, September 12, 2012, during the scheduled Board of Commissioners meeting. Corporation Counsel was provided the documents today and is in the process of reviewing them. Corporation Counsel will include a proposed resolution adopting the proposed amendment with the Board's packet for the September 12 meeting.

If you have questions or need additional information, a representative from Nationwide Retirement Solutions will be available on Wednesday during the meeting.

**NATIONAL ASSOCIATION OF COUNTIES
DEFERRED COMPENSATION PROGRAM**

THE DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES

LOANS TO PARTICIPANTS AMENDMENT TO PLAN DOCUMENT

WHEREAS, PLAN SPONSOR executed the above referenced Plan Document, as amended; and

WHEREAS, effective _____, PLAN SPONSOR now desires to further amend the plan document.

The following Section 8.06 is hereby added:

8.06 Loans to PARTICIPANTS

- (a) PLAN SPONSOR has elected to make loans available to PARTICIPANTS and has delegated certain administrative duties regarding loans from the PLAN to the ADMINISTRATOR.
- (b) Any loan by the PLAN to a PARTICIPANT under this Section shall be subject to the loan administrative procedures established by the ADMINISTRATOR as well as the following requirements:
 - (i) Loan Eligibility. Any PARTICIPANT may apply for loan under the PLAN. A PARTICIPANT who has defaulted on a previous loan from the PLAN shall not be eligible for another loan from the PLAN until all defaulted loans are repaid in full, including accrued interest and fees.
 - (ii) Loan Application and Loan Agreement. A PARTICIPANT must complete and return to ADMINISTRATOR a loan application. A non-refundable application fee established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s) at the time of loan origination. Before a loan is issued, the PARTICIPANT must enter into a legally enforceable loan agreement as provided for by the ADMINISTRATOR.
 - (iii) Loan Repayment. The PARTICIPANT receiving a loan shall be required to furnish to ADMINISTRATOR any information and authorization necessary to effectuate repayment of the loan prior to the commencement of a loan. In the event that a payment cannot be processed because of lack of sufficient funds, the ADMINISTRATOR shall assess an insufficient funds charge, which will be deducted from the PARTICIPANT'S ACCOUNT(s).

- (iv) **Loan Term and Interest Rate.** The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the PLAN SPONSOR permits loans for the purchase of a PARTICIPANT'S principal residence). Each loan shall be amortized in substantially equal payments consisting of principal and interest during the term of the loan, except that the amount of the final payment may be higher or lower. The ADMINISTRATOR shall establish the interest rate for any loan.
- (v) **Loan Frequency.** Each Participant may have only one (1) PLAN loan outstanding at any given time. A PLAN loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such PARTICIPANT'S account balance is offset by the amount of principal and accrued interest under the loan. A PARTICIPANT will be granted a loan no more frequently than two (2) times in any twelve (12) month period.
- (vi) **Default.** The PARTICIPANT must pay the full amount of each loan payment (principal and interest) on the date that it is due. Failure to make such a payment by the due date, or within any cure period established by the ADMINISTRATOR, shall cause the PARTICIPANT to be in default for the entire amount of the loan, including any accrued interest. A loan will also be in default if the PARTICIPANT either refuses to execute, revoke, or rescind any agreement necessary to comply with the provisions of this Section or the loan administrative procedures established by the ADMINISTRATOR, commences or has commenced against PARTICIPANT a bankruptcy case, or upon the death of the PARTICIPANT.
- (vii) **Loan Security.** By accepting a loan, the PARTICIPANT is giving a security interest in their vested PLAN balance as of the loan process date, together with all additions thereof, to the PLAN that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest.
- (viii) **Loan Amount.** The maximum amount of any loan permitted under the PLAN is the lesser of (i) 50% of the PARTICIPANT'S vested account balance less any outstanding loan balances under the PLAN or (ii) \$50,000 less the highest outstanding loan balance during the preceding one-year period. The ADMINISTRATOR shall establish the minimum loan amount. The PARTICIPANT and not the ADMINISTRATOR shall at all times remain responsible for ensuring that any loan received under the PLAN is in accordance with these limits with regard to any other loans received by the PARTICIPANT under any other plans of the PARTICIPANT's employer.

- (ix) Loan Maintenance Fee. Until a loan is repaid in full, an annual loan maintenance fee as established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s).
- (x) Loan Default Fee. At the time when a default occurs, a loan default fee established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s).
- (c) The ADMINISTRATOR shall fix such other terms and conditions necessary to the administrative maintenance of the provisions of this Section and as necessary to comply with the IRC and regulations there under.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this _____ day of _____, 20____.

(Name of PLAN SPONSOR)

By:

NATIONAL ASSOCIATION OF COUNTIES DEFERRED COMPENSATION PROGRAM

PARTICIPANT LOAN ADMINISTRATIVE PROCEDURES

Nationwide Retirement Solutions, Inc. ("NRS"), as Third Party Administrator of the National Association of Counties Deferred Compensation Program, administers your Deferred Compensation Plan for Public Employees ("Plan"). Recently issued proposed regulations under Internal Revenue Code Section 457 provide that eligible governmental 457(b) plans may permit loans to Participants. NRS recommends that you, as Plan Sponsor and/or Employer (hereinafter collectively referred to as "Plan Sponsor"), consult with your own legal advisor in determining whether you wish to add this optional feature to your Plan.

In the event that you decide to offer loans from your Plan to Participants, you will need to return to NRS at **Nationwide Retirement Solutions, PO Box 182797, Columbus OH 43272-8450, Attn: Loans Administrator** a fully executed original of this document and a fully executed original of the enclosed Plan Document Amendment. NRS cannot begin processing Participant loans from your Plan until it receives fully executed originals of both of these documents.

NRS may need from time-to-time to make changes to the administrative procedures set forth herein and in the Plan Document Amendment. In such a case, NRS will provide you with timely notice of such changes as they become necessary.

The following administrative procedures shall govern the making of loans from your Plan:

1. **Loan Administration.** Plan Sponsor delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to Plan Sponsor.
2. **Loan Eligibility.** Any Plan Participant is eligible for a loan from the Plan. Each Participant is entitled to one (1) loan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest and fees.
3. **Loan Application and Loan Agreement.** In order to receive a loan from the Plan, an eligible Participant must complete a loan application and return it to NRS. A loan application fee of \$50.00* will be deducted from the Participant's account(s). Before a loan is issued, the Participant must enter into a legally enforceable loan agreement as provided by NRS. If the Plan Sponsor permits loans for the purchase of the Participant's principal residence, the Participant will be required to sign a Primary Residence Certificate form and provide NRS with a copy of the contract or other documents relating to the acquisition of the dwelling unit. If the source for a single loan includes both the Participant's Deferred Compensation and Eligible Rollover Accounts, the Participant will be required to complete a loan application and loan agreement for each account which will be treated as separate and distinct for all purposes herein except that they will be considered a single loan for purposes of Sections 2, 6, and 10 herein.
4. **Loan Repayment/Maximum Loan Term.** Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in loan agreement. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing payments prior to the commencement of a loan. The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the Plan Sponsor permits loans for the purchase of the Participant's principal residence).

* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

In the event that a Participant elects to receive a distribution from the Plan (other than a distribution due to an unforeseeable emergency or other in-service withdrawal) at a time when such person has a Plan loan outstanding, the principal and any accrued interest with respect to such loan shall be taxable.

5. **Loan Amortization.** Each loan shall be amortized in substantially equal payments consisting of principal and interest during the term of the loan. Payments of principal and interest shall be made in a manner and pursuant to the terms set forth in the loan agreement on a monthly basis in equal amounts, except that the amount of the final payment may be higher or lower. Before the loan is made, the Participant will be notified of the date on which the first payment will be deducted and the dates on which subsequent payments are due.

6. **Loan Frequency/Renegotiations.** Each Participant may have only one (1) Plan loan outstanding at any given time. A Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such Participant's account balance is offset by the amount of principal and accrued interest under the loan. NRS shall offset a defaulted loan at any time that is administratively practicable, including but not limited to severance from employment by the Participant or upon a request for a distribution from the Plan. A Participant will be granted a loan no more frequently than two (2) times in any twelve (12) month period. Under no circumstances may loan terms be renegotiated. A new loan shall not be granted prior to the repayment of an outstanding loan.

7. **Default.** The Participant must pay the full amount of each payment (principal and interest) on the date that it is due by having sufficient funds in the account designated for loan payments through the ACH process. If NRS is unable to process a payment on the date due because the Participant fails to have sufficient funds in the account on that date, NRS will assess a fee of \$25.00 that will be deducted from Participant's account(s) and will send written notification to the Participant. The Participant shall be in default for the entire amount of the loan UNLESS the Participant does each of the following: 1) contacts NRS at the Deferred Compensation Service Center, 2) mutually agrees with NRS on a date, which is within 30 days of the missed payment on which funds sufficient to cover the missed payment will be in the account and; 3) actually pays the missed payment. Failure to make such a payment through mutually agreeable terms shall cause the Participant to be in default for the entire amount of the loan. The loan also shall be defaulted upon the death of the Participant or if the Participant commences or has commenced against Participant a bankruptcy case. No additional loans shall be made to a Participant who has defaulted on a Plan loan and who has not repaid all defaulted loans in full, including accrued interest and fees.

8. **Loan Prepayment.** The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS. However, payments made that are less than the remaining principal amount of the loan and any accrued interest with respect to the loan, or which are not paid in the form prescribed by NRS, are not permitted.

9. **Loan Security.** By accepting a loan, the Participant is giving a security interest in his or her vested Plan balance as of the date of the Loan Process Date, together with all additions thereof, to the Plan that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest.

10. **Maximum/Minimum Loan Amount.** The maximum amount of any loan permitted under the Plan is the lesser of (i) 50% of the Participant's vested account balance (not including any value attributable to applicable life insurance or deemed IRA account) less any outstanding loan balances under the Plan or (ii) \$50,000 less the highest outstanding loan balance during the preceding one-year period. The minimum loan amount permitted is \$1,000.00*. Loans shall be made in accordance with these limits and those limits imposed under federal regulations without regard to any other loans received by the Participant from any other investment provider under the Plan or any other plan of the employer. The Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with regard to any other loans received by the Participant under any other plans of the Participant's employer. Any tax reporting required as a

* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

result of the receipt by a Participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of NRS, unless it is determined that such limits were exceeded solely as a result of a loan made through NRS as service provider. Consequently, NRS shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan that are made by an investment provider other than Nationwide Life Insurance Company.

11. **Suspension of Loan Payments.** NRS may suspend a Participant's obligation to repay any loan under the Plan during the period in which the Participant is performing service in the uniformed services as may be required by law. At the expiration of any suspension of loan payments period, the outstanding loan balance, including any accrued interest and fees, will be re-amortized and the Participant will be required to execute an amended Loan Agreement.

12. **Loan Interest Rate.** The interest rate for any loan shall be established by NRS. These interest rates shall commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. Generally, the rate assumed will be Prime Rate + 1.00%*. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most recent calendar-year quarter. NRS may adjust the loan interest rate for Participants entering active duty in the military services as may be required by law.

13. **Annual Loan Maintenance and Asset Fees.** An annual loan maintenance fee of \$50.00* will also be deducted from the Participant's account until the loan is repaid in full. The amount of the outstanding loan balance will be subject to the Asset Fee equal to the maximum Variable Account Annual Expense Fee applicable under the Plan at the time the loan is issued.

14. **Loan Default Fee.** At the time when a default occurs, a \$50.00* loan default fee will be deducted from the Participant's account. This charge will only affect Participants who fail to make a required loan payment.

15. **Loans for the Purchase of a Principal Residence.** All loans issued by the Plan will be general loans to be repaid in five (5) years unless the Plan Sponsor affirmatively elects to offer loans for the purchase of the Participant's principal residence, which may be repaid in fifteen (15) years. Such loans shall be solely secured by the Participant's vested account balance. All administrative procedures set forth herein shall apply to such loans.

If the Plan Sponsor elects to permit loans for the purchase of the Participant's principal residence, please check this box. ☐

The undersigned Plan Sponsor hereby adopts these Participant Loan Administrative Procedures, effective for loans issued on or after the effective date set forth in the Loans to Participants Amendment to Plan Document, and instructs NRS to administer loans made to Plan Participants in accordance with these terms.

The Plan Sponsor acknowledges the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and is instructing NRS to administer loans under the Plan; (ii) that it understands that, as a result of offering loans under the Plan, the Plan Sponsor, its Participants, and/or the Plan could be subject to adverse tax consequences; (iii) that the Plan Sponsor has independently weighed this risk and has determined that offering loans under the Plan is in the best interest of the Plan Sponsor, its Participants, and the Plan; and (iv) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 10 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

Plan Sponsor
or Employer: _____

Street Address: _____

City, State, Zip Code: _____

Plan Name: _____

Entity No.: _____

Plan Entity: _____

By: _____

Its: _____

E-mail Address: _____

Date: _____

* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

Give yourself a helping hand.

Your Guide to the Nationwide Retirement Solutions 457(b) Loan Option

NRM-3195AQ2

Loan Guide

NRM-3195AQ2

Borrowing from your retirement account

Many employers are faced with the same question from employees: "Why can't I use my money in my retirement account to pay down debts, buy a home or help my child through college?"

In the past, the answer was easy — the law didn't allow it. Today, though, some employers have elected to allow employees to take loans from their 457(b) Deferred Compensation Plan. Your employer has adopted this option on behalf of its employees.

Advantages and Disadvantages of Taking a Loan from your Retirement Account

While taking a loan from Deferred Compensation Plan can be a benefit, it also can open you to potential liabilities.

Take a moment now to recognize the advantages and disadvantages of borrowing from your retirement account and you'll avoid any misunderstanding on down the road

Disadvantages

- Loan repayments are made with after-tax dollars.
Because repayments are made with after-tax dollars, you may be on taxed twice: once on the repayments dollars and again when you take distributions from the plan.
- Loans must be repaid with interest. If a default on the loan occurs, the loan is considered to be a distribution, and the entire outstanding loan amount, including accrued interest, is subject to income taxes
- The true cost of the loan may be more than the interest alone, especially if the market gains significantly over the life of the loan, which means that you could end up with significantly fewer assets for retirement than you planned

Advantages

- No credit check - You're essentially "borrowing from yourself."
- No taxes to pay, since a Plan loan is not considered a distribution when the loan is granted
- Competitive interest rates - generally "Prime Rate" + 1%

- You essentially "pay interest to yourself," rather than a conventional lender.
- You can pay off higher interest debt.
- Reasonable repayment terms - one to five years for general purpose loans and up to fifteen for primary residence loans.

How the Loan Program Works

Your Plan's loan program is similar to programs that you could find at any lending institution such as a bank or savings and loan.

Eligibility

To qualify, you must complete and sign a loan application, pay an application fee and acknowledge receiving a Truth in Lending document

Minimum / Maximum Loan Amounts

- The minimum loan amount is \$1,000
- The maximum available loan amount is 50% of your account up to \$50,000.
- Systematic payouts are taken into consideration and will reduce the balance of funds available for loan consideration

Nationwide representatives don't give tax or legal advice. You should consult your attorney or tax advisor for answers to specific questions

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Retirement specialists are Registered Representatives of
Nationwide Investment Services Corporation. Member FINRA.
In MI only, Nationwide Investment Svcs. Corporation



Nationwide®
On Your Side

Terms and Number of Loans Allowed

- Primary residence loans are structured to be repaid within fifteen (15) years from the date that the money is disbursed.
- All other general purpose loans are structured so that they will be repaid within five (5) years of the date the money is disbursed.
- Only one outstanding loan from the Plan may be granted at any given time. A new loan will not be granted prior to full repayment of any outstanding loan. If a participant defaults on a loan, (s)he will not be granted another loan from the Plan until the defaulted loan – including accrued interest and fees – is paid in full.

Loan Fees

All loan fees appear as administrative charges on your statements.

- Application fee \$50, nonrefundable
- Annual fee – \$50, assessed on the anniversary date of the loan while the loan is outstanding
- Insufficient Funds Fee - \$25 for each insufficient fund payment
- Default fee \$50, at the time of the default

Nationwide reserves the right to change the fee amount after advising the Plan in writing at least 30 days in advance of when the new fee schedule goes into effect.

The amount of any loan balance will be subject to the maximum Variable Account Annual Expense Fee applicable under the Plan at the time the loan is issued.

Interest Rate

As previously noted, the interest rate is based on market conditions at the time the loan is processed. Generally, the rate is the "Prime Rate" + 1%.

- "Prime Rate" is defined as the Prime Rate published by The Wall Street Journal two weeks prior to the end of the most recent calendar-year quarter.

Nationwide reserves the right to redefine how the interest rate is calculated by advising the Plan in writing at least 30 days in advance of when the new definition goes into effect.

NRS may adjust the loan interest rate for participants entering active duty in the military services as may be required by law.

Payments

You must pay the full amount of each payment (principal and interest) on the specified due date. Level payments of principal and interest are made monthly through payroll deduction with after-tax dollars. Non-payment of the full amount by the specified due date will result in the following:

- If you fail to make one full payment on the designated due date, Nationwide will send written notification advising you that you must pay the missed payments plus interest within 30 days after the date of the missed payment.
- If you fail to pay the missed payments plus interest within 30 days after the date of the missed payment, the loan will be placed in default.
- Loans may be repaid in full prior to the term due date without penalty if the payment is made with a lump sum payment.
- Loans must be repaid at termination of employment.*
*(Exception: Retirees may continue to repay an existing loan through an automatic banking deduction process.)
- In the event of death, the amount of the outstanding loan will affect your beneficiary's tax status and amount of receipt of account assets.

Defaulted Loans

Once a loan is in default, Federal law requires that the entire loan amount be reported to the Internal Revenue Service as a deemed distribution. This means that

the entire amount of the outstanding loan and accrued interest-to-date on the date of default will be includible in your income and is subject to income tax.

If NRS is unable to process a payment on the date due because you fail to have sufficient funds in your account on that date, NRS will assess a fee of \$25.00 that will be deducted from your account and will send written notification to you. You shall be in default for the entire amount of the loan UNLESS you do each of the following:



1. contact NRS at the Deferred Compensation Service Center,
2. mutually agree with NRS on a date, which is within 30 days of the missed payment on which funds sufficient to cover the missed payment will be in the account and;
3. actually pay the missed payment. failure to make such a payment through mutually agreeable terms shall cause you to be in default for the entire amount of the loan.

Once the loan is in default, no future loans may be granted to you from the Plan until the defaulted loan has been repaid in full, including accrued interest and fees. Also, at the time of default, a default fee of \$50.00* will be charged to your account.

Suspension of Payment Due to Military Service*

In compliance with USERRA and other applicable laws, Nationwide may suspend a participant's obligation to repay a loan under the Plan during the period in which the participant is serving on Active Duty with the military. At the expiration of this suspension, the outstanding loan balance, including accrued interest and fees, will be re-amortized and the participant will be required to execute an amended loan agreement or repay the recomputed balance in full.

* May also apply to Medical Leave of Absence.

Contact Nationwide to initiate the loan and approval process. To talk personally with a representative, please call  1-877-677-3678. Visit us on the web at  NRSforu.com.

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 document entitled Modification #1 to Contract # 130-WOY-13 with Genesee Shiawassee Michigan Works! Career Alliance is granted (a copy of the memorandum request dated August 29, 2012, and a copy of Modification #1 being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute Modification #1 on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIA2
ACT:ms
09-11-12
09-12-12H01

H01

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 three Head Start Delegate Contracts with Beecher Community School District, Carman-Ainsworth Community Schools, and Flint Community Schools is granted (a copy of the memorandum request dated August 29, 2012, and a copy of the three Head Start Delegate Contracts being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the Delegate Contracts on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIA3

ACT:ms

09-11-12

09-12-12H02

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 approve the service contract for technical assistance and data analysis with Sue Ann Savas, in the amount of \$10,500.00, funded through the Healthy Start Initiative (Fund No. 221.00.00.6095.23405) is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB1
ACT:ms
09-11-12
09-12-12H03

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 approve the service contract for health improvement activities with the Clio Regional Planning Board, in the amount of \$37,470.00, funded through a grant from the Community Foundation of Greater Flint (Fund No. 221.00.00.6084.28670) is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB2
ACT:ms
09-11-12
09-12-12H04

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 approve the service contract for outreach, care coordination, case management, and health education and training with Genesee Home Health & Hospice, Inc., in the amount of \$149,172.00, funded through the Healthy Start Initiative (Fund No. 221.00.00.6095.23405) is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB3

ACT:ms

09-11-12

09-12-12H05

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 approve the document entitled Amendment #3 to the Comprehensive Agreement for the FY2012 / Family Planning / BCCCP Joint Project with the Michigan Department of Community Health is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the amendment on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB4

ACT:ms

09-11-12

09-12-12H06

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 approve the service contract for advocacy, support, referral follow-up, and home visit services with Catholic Charities of Shiawassee and Genesee Counties in the amount of \$104,821.00, funded through the Healthy Start Initiative (Fund No. 221.00.00.6095.23405) is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB5

ACT:ms

09-11-12

09-12-12H07

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 Health Department is authorized to accept a grant from the Community Foundation of Greater Flint for the Clio Healthy Community Initiative (a copy of the memorandum request dated August 21, 2012, and a copy of the grant agreement being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Health Officer is authorized to execute the grant agreement amendment on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB6
ACT:ms
09-11-12
09-12-12H08

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 Department to approve the service contract for maternal infant health services with Hurley Medical Center in the amount of \$173,655.00, funded through the Healthy Start Initiative (Fund No. 221.00.00.6095.23405) is granted (a copy of the memorandum request dated August 21, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Human Services Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082912VIIB7

ACT:ms

09-11-12

09-12-12H09

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 7th Circuit Court is authorized to negotiate a contract with Johnson Controls, Inc., for security improvements to the Circuit Court Courthouse, at a cost not to exceed \$199,494.00, funded through line item transfers of unexpended items within the FY2011 / 2012 Circuit Court budget (a copy of the memorandum request dated August 28, 2012, being on file with the official records of the August 29, 2012, meeting of the Public Works Committee of this Board), and that the Controller is authorized to perform the necessary line item transfers within the Circuit Court's budget.

PUBLIC WORKS COMMITTEE

P082912VIA
ACT:ms
08-31-12
09-12-12P01

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 contract for water heater replacement for the Genesee County Jail with William E. Water, Inc., arising out of IFB #12-024, at a cost of \$199,997.00, funded through the Sheriff's Department Building Additions and Improvements Line Item in the FY2012/2013 Building & Grounds Department Budget (Fund No. 631.00.00.3030.65045.000), is approved (a copy of the memorandum request dated August 28, 2012, and a copy of the contract being on file with the official records of the August 29, 2012, meeting of the Public Works Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County.

PUBLIC WORKS COMMITTEE

P082912VIB
ACT:ms
08-31-12
09-12-12P02

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 draft contract for an inmate telephone system and related services for the Genesee County Jail with Securus Technologies, Inc., arising out of RFP #12-001, is approved (a copy of the memorandum request dated August 28, 2012, and a copy of the draft contract being on file with the official records of the August 29, 2012, meeting of the Public Works Committee of this Board), and that the Chairperson is authorized to execute a contract substantially conforming to the draft contract on behalf of Genesee County.

PUBLIC WORKS COMMITTEE

P082912VIC
ACT:ms
08-31-12
09-12-12P03

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 Section 3-302 of the Genesee County Purchasing Regulations is hereby amended to add the following as Subsection (4):

Contractor Sign-In / Sign-Out. Each contract that requires work on County property with a contract value in excess of \$30,000.00 shall include a requirement that the contractor maintain a worksite sign-in sheet recording the arrival to and departure from County property of each of Contractor's employees. The contract shall require that the sign-in sheet shall be available for review immediately upon the request of the Contract Administrator of the contract. The Contract Administrator for each contract shall be responsible for ensuring that the contractor is keeping and maintaining the required sign-in document.

AND BE IT FURTHER RESOLVED, that the Purchasing Director and Corporation Counsel are directed to codify the above referenced amendment into the Genesee County Purchasing Regulations, and to incorporate the policy therein described into the County's contract templates.

PUBLIC WORKS COMMITTEE

P082912VID
ACT:ms
08-31-12
09-12-12P04

P04