

GENESEE COUNTY BOARD OF COMMISSIONERS

2014-14

ITEMS FOR BOARD ACTION
Wednesday, June 18, 2014 @ 9:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE TO THE FLAG

V. APPROVAL OF MINUTES – May 28, 2014, June 4, 2014

VI. PUBLIC ADDRESS BOARD

VII. COMMUNICATIONS

Presentation

Eric Larson – hss Update

Public Hearing

Regarding Proposed Increase of 0.4315 mills in the Operating Tax Millage Rate to be Levied in 2014

Presentation

Equalization Director Peggy Nolde regarding Proposed Increase of 0.4315 mills in the Operating Tax Millage Rate to be Levied in 2014

VIII. REPORTS

BOARD OF COMMISSIONERS

Jamie W. Curtis, Chairperson

Ted Henry, Vice Chairperson

14-242

B01 Resolution regarding employee pay for power outage on June 10, 2014

14-243

B02 Resolution approving 2014 millage rates and 2014 summer tax (On Agenda with the consent of the Committee and Board Chairpersons)

Report from Chairperson

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

Ted Henry, Chairperson

Pegge Adams, Vice Chairperson

- 14-244 C01 Resolution approving 2014 NSP HOME Investment Partnerships Program funding contract with Genesee County Habitat for Humanity, and Amendment #2 to the Affordable Mortgage Program Agreement with Metro Community Development
- 14-245 C02 Approval of Planning Commission request to transfer CDBG funds from completed Consolidated Plan activities
- 14-246 C03 Resolution authorizing issuance of a letter of support for ArtServe Michigan's application to the USED A for a Planning and Technical Assistance Grant to fund Phase 2 of the Creative Industries Research, Reporting and Dissemination Project

Report from Chairperson

FINANCE COMMITTEE

Mark Young, Chairperson

Tony Brown, Vice Chairperson

- 14-247 F01 Resolution ratifying expedited action of Finance Committee authorizing upgrading two Friend of the Court Office Supervisor positions to Caseworker Supervisor positions
- 14-248 F02 Resolution re-establishing and filling GVRC Youth Specialist position
- 14-249 F03 Resolution ratifying expedited action of Finance Committee authorizing re-establishing and filling Health Department Environmental Health Secretary position
- 14-250 F04 Resolution authorizing Applicant Tracking System contracts with GISD and Aspex Solutions

Report from Chairperson

GOVERNMENTAL OPERATIONS COMMITTEE

Omar Sims, Chairperson

John Northrup, Vice Chairperson

- 14-251 G01 Resolution paying County bills
- 14-252 G02 Resolution authorizing the Equalization Director to attend the Michigan Association of Equalization Directors Conference in Bay City, Michigan, July 13 – 16, 2014
- 14-253 G03 Resolution ratifying expedited action to approve the reclassification of the Community Corrections Secretary Position to a Community Corrections Billing Clerk position

Travel Claims

Report from Chairperson

HUMAN SERVICES COMMITTEE

Brenda Clack, Chairperson
Archie Bailey, Vice Chairperson

- 14-254 H01 Resolution authorizing GCCARD acceptance of Delta Dental "Brush" Preschool Oral Health Program grant funding
- 14-255 H02 Resolution approving Site and Operational Agreements between GCCARD and school, church or agency sites
- 14-256 H03 Resolution authorizing Health Department acceptance of amendment #2 to MDCH contract
- 14-257 H04 Resolution authorizing Amendment to Lease Agreement with the Hamilton Community Health Network for parking slots
- 14-258 H05 Resolution authorizing and adopting the Genesee County Electronic Smoking Device Use Policy
- 14-259 H06 Resolution ratifying expedited action taken by the Human Services Committee authorizing filling previously approved Health Department Secretary position with temporary help

Report from Chairperson

PUBLIC WORKS COMMITTEE

Tony Brown, Chairperson
Mark Young, Vice Chairperson

- 14-260 P01 Resolution approving contract for collections services contract with CBCS at the request of the 67th District Court
- 14-261 P02 Resolution approving one month contract extension to GVRC food services contract with Aramark Correctional Services
- 14-262 P03 Resolution approving GVRC food services contract with Variety Foodservices, Inc.
- 14-263 P04 Resolution approving contract for body removal service with STAT EMS at the request of the Medical Examiner
- 14-264 P05 Resolution approving contract for medical examiner investigator services with STAT EMS at the request of the Medical Examiner
- 14-265 P06 Resolution approving 2014 motor vehicle bids in response to IFB #14-007
- 14-266 P07 Resolution authorizing Parks Pilot Program and Partnership Agreement (On agenda with consent of Committee and Board Chairpersons)

Report from Chairperson

LAUDATORY RESOLUTIONS

- 14-L63 Lewis E. Driskell, Sr.
14-L64 Andrea Carlson
14-L65 Lindsay Witthuhn
14-L66 Dr. Richard Shaink

IX. UNFINISHED BUSINESS

X. NEW AND MISCELLANEOUS BUSINESS

XI. OTHER BUSINESS

XII. ADJOURNMENT

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

LADIES AND GENTLEMEN:

WHEREAS, on June 10, 2014, a wide-spread power outage occurred in
downtown Flint which included County buildings; and

WHEREAS, pursuant to the recently adopted "Policy for Closure of County
Facilities During Severe Inclement Weather and Other Circumstances Beyond the
County's Control" (the "Closure Policy"), the Board Chairperson, in consultation with the
individuals designated by the Closure Policy, determined that County building closures
were required due to the lack of power and the estimated duration of time given by
Consumers Power before power would be restored; and

WHEREAS, the Board Chairperson directed that County buildings be
closed at approximately 1:30 p.m..

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners
of Genesee County, Michigan, that pursuant to the Closure Policy, County employees
who were prevented from working due to the County building closures shall be paid in
accordance with the Closure Policy and applicable collective bargaining agreements for
the time period of the closure, noting that the Closure Policy and collective bargaining
agreement sections utilized in the implementation of this Policy are effective as to periods
of closure, and in no way effect payment of employees for periods they have worked when
building closure has not occurred pursuant to the Closure Policy.

BOARD OF COMMISSIONERS
(On agenda with permission of the Board Chairperson)

B_____
CDB/ms
06-17-14
06-18-B01

B01

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

LADIES AND GENTLEMEN:

WHEREAS this Genesee County Board of Commissioners ("this Board") has complied with the procedures required by section 24e of the general property tax act, MCL 211.24e ("Section 24e"), under which procedures this Board now is permitted to direct to be levied 2014 County of Genesee (the "County") ad valorem property taxes at the total rate of 8.3166 mills, such total rate including County 2014 property taxes which have been proposed by this Board to be levied for general operating purposes, emergency medical services, parks and recreation, senior citizen services, an uninsured health services delivery system, veterans services, and MSU Extension services, in the respective rates specified below for those purposes; and

WHEREAS the County, in accordance with the above referenced procedures required by Section 24e, published a Notice of a Public Hearing on Increasing Property Taxes (the "Notice"), for a hearing, as stated in the Notice, for the purpose of receiving testimony regarding and discussing the levy of the proposed total 2014 millage rate of 8.3166 mills, the Notice having been in the form and of the content required by this Board's Resolution 14-222, adopted June 4, 2014, and having been published on June 8, 2014, in *The Flint Journal* (the "*Journal*"), the *Journal* being a newspaper of general circulation within the County; and

WHEREAS this Board, prior to adoption of this present resolution, has held the public hearing noticed in the Notice, such hearing having been held today, June 18, 2014; and

WHEREAS it was announced at the above referenced public hearing that the County, through this Board, planned to take action at this Board's meeting on June 18, 2014, following completion of the above referenced public hearing, on a proposed Resolution to direct the levy of the above referenced 2014 County property tax of 8.3166 mills.

NOW, THEREFORE, BE IT RESOLVED, that this Board approves and directs the levy of, and authorizes and directs the signing and submission of any certificate and the taking of any other required actions to effectuate the collection of, 2014 County ad valorem property taxes at the following millage rates:

5.5072	mills for general operating purposes
0.4847	mill for emergency medical services
0.4847	mill for parks and recreation
0.7000	mill for senior citizen services
1.0000	mill for an uninsured health services delivery system
0.1000	mill for veterans services
<u>0.0400</u>	<u>mill for MSU Extension services</u>
8.3166	Total 2014 Mills

BE IT FURTHER RESOLVED, that the above 5.5072 mills for general operating purposes will be levied as the 2014 summer tax.

BOARD OF COMMISSIONERS
(On agenda with permission from Board Chairperson)

B_____
CDB:cdb
05-27-14
06-18-B02

B02

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to approve the 2014 HOME Investment Partnership Program Agreement with Genesee County Habitat for Humanity, and to approve Amendment #2 to the Affordable Mortgage Program Agreement with Metro Community Development, is approved, and that the Chairperson is authorized to execute the Agreement and the Amendment on behalf of Genesee County (a copy of the memorandum request dated June 11, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Community & Economic Development Committee of this Board).

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C061114VIA
ACT:ms
06-13-14
06-18-C01

C01

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

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Metropolitan Planning Commission has
requested the following fund transfers within the Community Development Block Grant
Consolidated Plan:

- Recapture \$2,923.00 from 2012 Village of Otisville Sidewalk
Improvements, Athletic Street, Activity # 1965;
- Recapture \$2,815.00 from 2012 City of Montrose Park Improvements,
Blueberry Park, Activity # 1939;
- Recapture \$1,498.00 from 2012 Village of Otter Lake Removal of
Architectural Barriers, Village Hall Entrance, Activity # 1966;

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners
of Genesee County, Michigan, that, for the reasons explained in the memorandum
request dated June 11, 2014, on file with the minutes of the June 11, 2014, meeting of
the Community & Economic Development Committee, the requested fund transfers are
approved, and that Planning Commission staff is authorized to transfer the funds.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C061114VIB
ACT:ms
06-13-14
06-18-C02

C02

14-246

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to authorize the issuance of a letter of support for ArtServe Michigan's application to the U.S. Economic Development Administration for a Planning and Technical Assistance Grant to fund Phase 2 of the Creative Industries Research, Reporting and Dissemination Project is approved, and that the Chairperson is authorized to issue the letter of support as requested (a copy of the memorandum request dated June 11, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Community & Economic Development Committee of this Board).

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C061114IXA
ACT:ms
06-13-14
06-18-C03

C03

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 4, 2014, by the Finance Committee of this Board approving the request by Friend of the Court to upgrade two Office Supervisor positions to Caseworker Supervisor positions within the Friend of the Court office (a copy of the memorandum request dated May 19, 2014, and supporting documentation being on file with the official records of the June 4, 2014, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F060414VIIB
CDB/ms
06-05-14
06-18-F01

F01

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the GVRC Director to authorize re-establishing and filling a Youth Specialist position, said position, position no. 066103, being vacant as of May 31, 2014, due to the retirement of the individual holding the position, is approved (a copy of the memorandum request dated April 8, 2014, and additional documentation being on file with the official records of the April 15, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that the Director of the Human Resources Department is directed to have the necessary personnel position number created, as necessary, for said position and 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

F060414VIIC
CDB/ms
06-05-14
06-18-F02

F02

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 4, 2014, by the Finance Committee of this Board approving the request by the Health Officer to authorize re-establishing and filling a Secretary position within the Environmental Health Division of the Health Department, said position, position number 60209, having been vacated May 21, 2014 transfer of the individual holding the position (a copy of the memorandum request dated April 9, 2014, and supporting documentation being on file with the official records of the April 15, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances supporting waiver of the hiring freeze, and the directive to the Director of the Human Resources Department to have the necessary personnel position number created, as necessary, for said position and 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

F060414VIID
CDB/ms
06-05-14
06-18-F03

F03

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Human Resources Director to authorize contracting with the Genesee County Intermediate School District (GISD) and Aspex Solutions for use of the web-based applicant tracking system, AppliTrack, is approved.

BE IT FURTHER RESOLVED, that the Director is authorized to accept the first six months payment toward the yearly contract fee of \$2,980 from the Genesee County Chamber of Commerce.

BE IT FURTHER RESOLVED, that the Human Resources Director will work with Corporation Counsel to negotiate and finalize the contracts with the GISD and the vendor, and the Chairperson of this Board is authorized to execute contracts substantially conforming to those attached to this resolution on behalf of Genesee County (a copy of the memorandum request dated May 22, 2014, being on file with the official records of the June 4, 2014, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F0060414VIIC
CDB/ms
06-05-14
06-18-F04
Attachments

F04

AppliTrack Recruiting Consortium Order Form and Terms of Service



E-mail the completed form to support@aspexsolutions.com or fax it to 847-568-0301 to begin AppliTrack service.

Today's Date:	6/17/2014	Annual Cost:	<div style="border: 1px solid black; padding: 5px; text-align: center;">\$2980.00</div> <p>*See Rate Schedule in Section 14 of Terms of Service (attached)</p>
Organization:	Genesee County Human Resources	Consortium Name:	Genesee Intermediate School District
Primary Contact:	Donita Pikes		
	dpikes@co.genesee.mi.us		
Implementation Contact: (Optional)			
Implementation E-Mail: (Optional)			
Address:	1101 Beach Street; Flint, MI 48502		
Phone Number:	810-424-4364	Fax Number:	810-768-7097
Website:	www.gc4me.com		

PAYMENT INFORMATION: Your first month of service is FREE and you will receive an Invoice 30 days from the date of sign-up.

Please circle your preferred billing cycle: Quarterly Annually

Purchase Order #: _____ (OPTIONAL)

By signing below, I agree to the AppliTrack Terms of Service.

Authorized Signature _____ Date _____

Aspex Solutions
8725 West Higgins Road, Suite 325, Chicago, IL 60631
(P) 866-667-1277 (F) 847-568-0301 (E) sales@aspexsolutions.com
www.aspexsolutions.com

APPLITRACK TERMS OF SERVICE

By using the AppliTrack system website (hereinafter referred to as the ("Service")), a service of Aspex Solutions ("Aspex Solutions"), you agree to accept the following Terms and Conditions ("Terms of Service").

Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

Aspex Solutions acknowledges that it is the intention of the Consortium to grant access to the system to multiple members. Aspex Solutions agrees to provide and maintain the system for each member and upon use of the system each member agrees to the following terms.

Each member agrees to pay Aspex Solutions the subscription amount due as defined in Section 14 of this document for each year of service.

1. SERVICE DEFINITION

The Service is a web-based solution provided via the web site www.applitrack.com. The Service may be used to post an unlimited number of vacancies and accept and manage an unlimited number of employment applications.

Some features available in the Service include:

- a. Management of job vacancies
- b. Posting of vacancies to Client's website and K12JobSpot.com*
- c. A customizable employment application
- d. Management of candidate applications
- e. Unlimited storage space for documents attached to candidate files
- f. Reference survey management

Additional features that are developed during the Terms of Service will automatically be made part of the Service for no additional fee. Not all new features are enabled by default. Enabling a feature may require the customer to notify Aspex Solutions or access the Setup control panel. Significant changes to existing features will be announced via monthly customer e-newsletter and the Aspex Solutions blog at www.aspexsolutions.com/home/blog.aspx.

* Posting to K12JobSpot.com is limited to our education customers.

2. SUPPORT

Aspex Solutions will provide Client, through its authorized account contacts, with prompt technical support on setting up and configuring Service, access to Service, and other issues related to the Service provided by Aspex Solutions at no additional charge.

Aspex Solutions does not offer customer support for any other applications, services or hardware.

E-mail technical support:

Email Hours: 24 hours, 7 days per week, 365 days of the year

Email Address: support@aspexsolutions.com

Phone technical support:

Phone Hours: 8 AM to 6 PM CST Monday through Friday, excluding U.S. national holidays

Phone Number: 847-475-2283 x1

After hours emergency support:

Send an email to serverAlerts@aspexsolutions.com stating the nature of the emergency and your contact information. The system managers on staff will be paged with your message.

Only Account Administrators may request information, changes, or technical support for the account.

Upon contacting Support, Client will be required to provide an account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

Requests for support shall be responded to within four (4) business hours for Critical support requests and within one (1) business day for Non-Critical Requests. Critical requests shall be resolved within twenty-four (24) hours. Non-Critical Requests shall be resolved on a first-come first-served basis, typically within two (2) to five (5) business days, depending on the complexity of the inquiry and support requests volume.

Critical requests are defined as one of the following: (i) a complete failure that results in the inability by Client to use Service for a period longer than four (4) consecutive hours or (ii) the loss, corruption or unintended migration of Client data. Client agrees to contact Aspex Solutions via all possible contact methods available, including paging Aspex Solutions.

Candidate technical support:

Technical support for applicants is provided solely via a "Request Technical Help" link on the start page. All applicant issues will be responded to within one (1) business day and resolved within two (2) business days 90% of the time.

3. PAYMENT AND REFUND TERMS

Aspex Solutions will send advance invoices annually, quarterly, or monthly, in accordance with the billing cycle chosen during sign up. Aspex Solutions will send the first invoice one (1) month after Service begins. All invoices must be paid within 90 days or Client's Service is subject to cancellation.

Each member agrees to pay Aspex Solutions the subscription amount due as defined in Section 14 of this document for each year of service.

If the Client cancels the Service it will be refunded for whole months unused in a billing cycle. No partial month refunds can be made. In order to treat everyone equally, no exceptions will be made.

Not-for-Profit Agencies (educational, park and recreation, municipality, 504(c)3 organizations)

Client's annual fee will remain constant for two years from the start of Service. After two years, it will adjust to the current rate if the annual fee for Service increased.

The Client is grandfathered into the price structure in place at the time of sign up. If the Client is entitled to a price reduction, because their FTE fell, then Client must notify sales@aspexsolutions.com in order to have their annual fee adjusted.

For-Profit Agencies

Client's annual fee will be reviewed yearly and adjusted to reflect any increase in FTE. If the Client is entitled to a price reduction due to a decrease in FTE, the Client must notify sales@generalasp.com in order to have their annual fee adjusted.

4. TRAINING

Aspex Solutions offers unlimited, free, training opportunities to Client throughout the entirety of the Service. Aspex Solutions also offers optional training opportunities that are fee-based.

Free Training Options:

- **Instructor-Led Training (web-based):** These training sessions are interactive and led by a qualified AppliTrack trainer. Sessions may or may not include participants from other organizations.
- **OnDemand Training Videos:** A comprehensive library of training videos is available to all users on a variety of different topics.
- **AppliTrack Knowledgebase:** A comprehensive library of "how to" instructions is available within the AppliTrack system and can be accessed 24/7/365 by clicking on the Help link.
- **Real-time Training Support:** Users may contact the AppliTrack Technical Support Team at any time to ask a question about how to best use an existing feature.

Optional Training Options (Fee-based)

- **2 Hours of Instructor-Led Training (web-based):** These training sessions are interactive, led by a qualified AppliTrack trainer, and tailored to your specific organization. Attendees must be invited to participate by the organization requesting the training. Training is offered in blocks of two hours for a fee of \$250.
- **Onsite Training:** Onsite training is available for a fee of \$1,200 per day plus modest travel expenses from Chicago, Illinois. Each day consists of 8 hours of training with one trainer. An unlimited number of people may attend the training.

5. GENERAL TERMS

- a. Aspex Solutions acknowledges that it is the intention of the Consortium to grant access to the system to multiple members. Aspex Solutions agrees to provide and maintain the system for each member and upon use of the system each member agrees to the following terms.
- b. You are responsible for maintaining the privacy and security of your account. Aspex Solutions will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.
- c. You are responsible for all your activity and content you post. You may not use the Service for any illegal or unauthorized purpose.
- d. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Aspex Solutions, or any other Aspex Solutions service.
- e. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Aspex Solutions.
- f. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- g. You must not upload, post, host, or transmit unsolicited content (including "spam" messages).

- h. You must not transmit any worms or viruses or any code of a destructive nature.
- i. Any questions regarding the Terms of Service should be addressed to sales@aspexsolutions.com.

6. NETWORK AVAILABILITY AND UPTIME

Aspex Solutions guarantees that the system shall be available and usable 99.9% of the time, measured on a calendar-month basis. All duties related to meeting this uptime guarantee shall be an obligation of Aspex Solutions. Aspex Solutions warrants that it will perform or provide the following functions and duties and that the system shall function in accordance with the specifications below and with any other published specifications not inconsistent herewith.

These include:

- a. 99.9% uptime per month (at least)
- b. Redundant power and internet connections
- c. Daily data backups
- d. Daily virus scans
- e. Network checks every one minute, with a 15 second failure threshold
- f. Service and security patches installed as soon as practical

7. CUSTOMIZATION AND FEATURE REQUESTS

Aspex Solutions will assist Client with the customization of the Service for the duration of time Client uses the Service. Client may send customization requests to support@aspexsolutions.com and fax (847) 568-0301. Customization requests will be responded to within one business day. Aspex Solutions acknowledges that Client must approve all requests which would incur a charge as stated below. Aspex Solutions acknowledges that a majority of members must approve any maintenance request which would affect multiple members and all maintenance requests which would incur a charge as stated below.

The Consortium and members will not be charged:

- 1. For the first twelve hours of maintenance requests sent before the Consortium goes live.
- 2. For the first four hours of maintenance requests sent per month after the Consortium goes live.

Feature Requests are encouraged but are not considered Customization. Feature Requests are placed into a queue and monitored for demand. All requests are developed on a timeline determined by Aspex Solutions.

Client acknowledges that any Customization or Feature Request done to the Service becomes part of the Service as a whole and may be distributed to other Clients, but in no case will any Client data be distributed to any outside party without Client's written approval. Additional work performed outside of the scope of this paragraph will be billed at the rate of \$65/hour.

8. USE OF SYSTEM

Aspex Solutions grants Client unlimited use of the administrative portion of the system by an unlimited number of Client employees. Client is not authorized to give other organizations access to the administrative portion of the system or otherwise share the system with anyone outside the Client organization.

9. OWNERSHIP OF SYSTEM AND DATA

Client acknowledges that Aspex Solutions is the sole owner of Service. Aspex Solutions acknowledges that Client is the sole owner of all applicant and vacancy data. Aspex Solutions agrees that, when directed by Client, it will provide a full data extract of all Client data to Client via electronic media within 10 business days of Client's written request. Aspex Solutions reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

10. CONFIDENTIALITY

Aspex Solutions recognizes and acknowledges that the Terms of Service creates a confidential relationship between Aspex Solutions and Client, and that all information contained within Service, as well as Client's business affairs is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

10. NON-DISCLOSURE

Aspex Solutions agrees that, except as directed by Client, it will not at any time during or after the term of the Terms of Service disclose any Confidential Information to any person whatsoever and that upon the termination of service it will turn over to Client all database files, documents, papers, and other matter in its possession or control that relate to Client.

11. TERMINATION

This Terms of Service may be terminated at any time, for any reason by mutual agreement of the parties. Client may terminate service when it determines that termination is in the best interests of the Client by giving Aspex Solutions 30 days written notice of the termination.

12. HEADINGS

The headings that appear in this Terms of Service have been Inserted for the purpose of convenience and ready reference. They are not intended to and shall not be deemed to define, limit or extend the scope or intent of any provision thereof.

13. OPTIONS AND FEATURES INCLUDED IN PRICING

The following features are will be provided, upon request, to each school district at no additional cost:

- **Prescreening Instruments Integration:** AppliTrack Selection TeacherFit, JobFit, AdminFit, TeacherFit SE, HUMANeX Ventures, Gallup Teacher/Principal Insight, Haberman StarTeacher
- **Substitute Management Integration:** Aesop, SubFinder, SmartFind Express
- **HRMS/Payroll Integration:** iVisions, IFAS, PeopleSoft, DigitalSchools, MUNIS, BudgetSense, SISFin
- **Employment Board Integration:** K12JobSpot.com, KEEB, EdPost, NJSchoolJobs.com
- **Background Check Integration:** SafeSchools, Safe Hiring Solutions
- LDAP Authentication
- Job Fair Quick Form Tool
- Applicant Watch List

- Electronic Reference Survey Tool

This list may expand as new projects are completed.

14. SUBSCRIPTION RATES AND TERMS OF PAYMENT

Depending on the student enrollment at the time of a member's initial sign-up, the annual fee for the member will be one of the following rates:

Employees (FTE)	Annual Fee for Consortium Members*
Less than 250	\$584
250-499	\$1,175
500-749	\$2,320
750-999	\$2,980
1,000-1,249	\$3,560
1,250-1,499	\$4,140
1,500-1,749	\$4,720
1,750-2,999	\$5,300
3,000-3,249	\$5,900
3,250-3,499	\$6,480
3,500-3,749	\$7,040
3,750-3,999	\$7,640

Aspex Solutions will send advance invoices annually, quarterly, or monthly, in accordance with the billing cycle chosen during sign up. Aspex Solutions will send the first invoice one (1) month after Service begins. All invoices must be paid within 90 days or Client's Service is subject to cancellation.

HUMAN RESOURCES CONTRACT

This Human Resources Contract ("Contract") is by and between Genesee Intermediate School District ("GISD") and the undersigned municipality, Genesee County ("Municipality").

PREAMBLES

A. The Genesee Regional Human Resources Collaborative has been established to increase efficiencies. "AppliTrack" has been identified as a cost effective shared human resources management tool for municipalities in the region. GISD may provide certain administrative and support services to municipalities as they implement "AppliTrack", and to charge a fee for such services.

B. GISD will provide the Municipality administrative and support services for the Municipality's implementation of AppliTrack,

C. The Parties, after careful consideration, have concluded that GISD can furnish the Municipality with leadership for set-up and configuration of AppliTrack.

D. GISD is willing to furnish, and the Municipality desires to receive, such services for the consideration and on the terms and conditions stated in this Contract.

Now therefore, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

ARTICLE I

DESCRIPTION OF GISD SERVICES

1.1 **Description of Services.** GISD shall provide to Municipality human resources services set forth in Appendix A, including but not limited to the leadership and administration of all incidental human resources and administrative direction necessary to set-up and configure AppliTrack (collectively the "Services"). Appendix A may, from time to time, be amended by agreement of the Parties.

1.2 **Services Personnel.** GISD shall furnish to Municipality the names of all primary HR employees to be utilized by GISD in connection with the set-up and configuration of the services. Personnel assigned by GISD to perform Services for Municipality shall be experienced, fully qualified and certified. GISD represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

1.3 **Standard of Services.** GISD shall be responsible that the individuals which GISD assigns to perform Services for Municipality adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

1.4 **Background Checks.** GISD shall not assign any employee or agent to perform Services without first conducting employment reference checks and any legally required criminal background checks, and reviewing the results of the same with Municipality. Municipality reserves the right to refuse the assignment of any employee of GISD to render Services where the employment or any criminal record history or employment references for that individual

(including any pending criminal charges) indicate, in the Municipality's judgment, unfitness to perform Services.

1.5 **Compliance with Policies.** The individuals which GISD assigns for Services to the Municipality under this Contract shall abide by those policies of Municipality which are applicable to performance of Services under this Contract including, but not limited to, policies pertinent to:

- A. Harassment Discrimination Policy;
- B. Code of Conduct
- C. Drug Free Workplace
- D. Violence in the Workplace

At the inception of this Contract, a copy of the above policies will be provided to GISD by Municipality.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1 **Independent Contractor.** In the provision of Services, GISD shall be regarded at all times as performing Services as an independent contractor of Municipality. Consistent with that status, GISD reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and Municipality shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by GISD in providing Services.

2.2 **Not Municipality Employees.** The Parties intend that an independent contractor relationship exists between GISD and Municipality and that nothing in this Contract shall be construed as being inconsistent with that status and relationship. All individuals which GISD assigns for Services to Municipality shall be employees of GISD, and shall never be considered as employees or individual agents or contractors of Municipality for any purpose. No such GISD employees or agents are entitled to any of the rights, compensation or other benefits which Municipality may provide to its own employees.

2.3 **GISD as Employer.** GISD shall be regarded, designated and considered to be the employer with respect to all employees whom GISD may select and assign to provide Services. GISD shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom GISD utilizes in connection with providing Services.

2.4 Employment Claims to GISD. GISD shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of GISD employees designated by GISD to perform the Services.

- (a) These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by GISD employees in connection with this Contract.
- (b) All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting there from shall be the sole and exclusive responsibility of GISD.

2.5 Non-Exclusive Services. Municipality does not agree to use GISD exclusively for the provision of Services or otherwise. It is understood and acknowledged that Municipality is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Contract.

2.6 GISD Taxation Responsibilities. GISD shall be responsible for any taxation consequences to it or its employees as a result of GISD engagement under this Contract. GISD shall be responsible, as legally required, to report as income its compensation received from Municipality. GISD shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to GISD under this Contract shall be subject to withholding by Municipality for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. GISD agrees to indemnify and hold Municipality harmless from any and all such claims.

ARTICLE III

TERM OF CONTRACT AND EARLY TERMINATION

3.1 Term. This Contract shall commence as of the effective date set forth in Appendix A and remain in full force and effect until the expiration date set forth in Appendix A.

3.2 Early Termination. This Contract may be terminated for any reason during its term by either Party upon thirty (30) days written notice to the other Party. In the event that this Contract is terminated during its term pursuant to this provision, Municipality will pay GISD for Services provided up to and including the date set for early termination. Any funds remitted by Municipality to GISD in excess of the pro-rata charges for Services provided by GISD up to and including the date set for early termination will be returned to Municipality by GISD. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the date set for early termination of this Contract.

3.3 Survival of Certain Terms. Sections 2.4, 2.6, 5.1 and 6.1 of this Contract survive the expiration or termination of this Contract for any reason.

ARTICLE IV

INVOICE AND PAYMENT

4.1. **Compensation and Payment.** In consideration of the Services provided to Municipality by GISD under this Contract, Municipality will pay GISD for Services on the basis and at the rate of Compensation as specified in Appendix B.

4.2 **Invoice Procedure.** GISD shall submit to Municipality on the periodic basis, as set forth in Appendix B, an invoice setting forth all applicable charges for the billing interval, itemized generally for Services performed during such period.

- (a) Municipality will remit payment on undisputed invoices within thirty (30) days of receipt.
- (b) If Municipality disputes the accuracy of any invoice delivered by GISD, Municipality shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to GISD. GISD shall meet with Municipality to review the invoice and account within ten (10) business days.

4.3 **GISD Services Costs.** GISD shall have sole and exclusive responsibility for the following costs and charges attributable to the persons (i.e., who are GISD employees) GISD assigns to perform Services:

- (a) All wage and salary compensation.
- (b) All required statutory or contractual pension and retirement contributions.
- (c) All applicable state and federal employment taxes and FICA.
- (d) All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by GISD's employees or agents pursuant to this Contract.
- (e) All applicable premium costs for insurance coverages and programs applicable to GISD's personnel.
- (f) All expenses whether out-of-pocket or overhead, in providing Services.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** Except as hereafter provided in this Article, GISD shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of GISD employees, agents, or sub-contractors in connection with the performance of Services. GISD shall defend and indemnify Municipality from any and all such claims and/or judgments resulting from such acts or omissions, except for liability for damages which result from the sole negligence or willful misconduct of Municipality or its employees or agents.

5.2 **Workers' Compensation.** GISD shall procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services. In the event that a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against Municipality by an employee or agent of GISD performing Services, GISD shall defend and hold harmless Municipality from such claim(s).

5.3 **Minimum Insurance.** GISD shall carry comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect GISD and Municipality against liability or claims of liability which may arise out of GISD provision of Services under this Contract. In addition, GISD agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by Municipality shall be excess and non-contributory. GISD shall cause Municipality, and its officers, agents and employees, to be named of as additional insured under said policy.

5.4 **Insurance Certificates.** Both parties shall provide, upon request by either party, with certificates evidencing all coverages and endorsements required hereunder. Failure of either party to make such request shall not affect either party rights under this Article.

SECTION VI

CONFIDENTIALITY/COPYRIGHT

6.1 **Copyright Compliance.** GISD shall advise Municipality of any and all programs or materials used or recommended for use by GISD to achieve Services goals that are subject to any copyright restrictions or requirements. In the event GISD shall fail to so advise Municipality and as a result of GISD use of any such programs or materials under this Contract, Municipality is found to be in violation of any copyright restrictions or requirements, or if Municipality shall be alleged to be in violation of any such copyright right restrictions or requirements, GISD shall indemnify, defend and hold harmless Municipality against any such actions or claims brought by the copyright claimant.

6.2 **Confidentiality.** GISD shall observe the policies and directives of Municipality to preserve the confidentiality of Municipality records and information, including personnel record, to the extent that GISD (its employees and agents) are permitted to access such records or information.

ARTICLE VII

NON-DISCRIMINATION

7.1 **No Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.

7.2 **No Service Discrimination.** The Parties shall not discriminate against any personnel or other recipient of service under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of Services rendered under this Service Contract.

7.3 **Discrimination as Material Breach.** Breach of obligations recited in this Article shall be regarded as a material breach of this Contract.

ARTICLE VIII

MISCELLANEOUS

8.1 **Non-Assignment.** Neither Party may assign this Contract, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

8.2 **Entire Agreement.** This Contract, and any Appendices or exhibits attached hereto or incorporated by reference, constitute the entire Contract between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.

8.3 **Amendments.** None of the terms and provisions of this Contract or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of GISD and Municipality.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Contract, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Contract.

8.5 **Notices.** Any notice or other communications required or permitted under this Contract shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the Party's principal place of business, marked to the attention of the office held by its signatory of this Contract, or such other address or officer of which the Parties may have given notice. Unless otherwise specified herein, notices shall be received (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

8.6 **Severability.** If any provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

8.7 **Force Majeure.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Contract where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Contract; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of GISD or Municipality.

8.8 **Headings and Titles.** Any Article or Section headings in this Contract are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

8.9 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.10 **No Third Party Beneficiary.** Nothing in this Contract shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Contract.

ARTICLE IX
AUTHORIZATION

9.1 **Signer's Representation.** This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Contract on behalf of Municipality or GISD, as is respectively applicable.

GENESEE INTERMEDIATE SCHOOL DISTRICT

By: _____
Superintendent

Dated: _____

Genesee County

By: _____

By: _____

By: _____

Dated: _____

APPENDIX A – SERVICES

GENESEE INTERMEDIATE SCHOOL DISTRICT Human Resources and Operations

Description of Human Resources and Operations Services for Genesee County

Scope of Work:

The Genesee Intermediate School District (GISD) at the request of Genesee County ("Municipality") is proposing the following arrangement for oversight of set-up and configuration of AppliTrack.

The intent of this proposal is to for GISD to provide training, and development responsibilities for the implementation of AppliTrack for the Municipality in the short term, to assist the Municipality personnel to initialize the use of AppliTrack, and, to develop a region-wide cost effective human resources hiring and management service network.

1. GISD will provide contracted services to oversee and direct monthly user meetings to address shared best practice, questions, concerns, and emerging issues. Municipality agrees to provide a dedicated, secure work area, phone, and computer that will allow access to AppliTrack files for training purposes.
2. The GISD HR Administrator or designee will provide support for Municipality staff and make recommendations to the Municipality HR Director or designee regarding the set up, configuration and initiation of AppliTrack, and, modifications to improve the set-up of applicant files.
3. Operation of Program: GISD will:
 - Set up and configure AppliTrack initiation
 - Provide support for AppliTrack launch with current Genesee County Human Resources employees
 - Facilitate user meetings to be scheduled as mutually agreeable
 - Provide orientation and training services to Genesee County Human Resources Director and Other Staff as assigned by the Municipality Human Resources Director
 - Ongoing training and development
 - Consult on pre-employment assessments as requested by the Municipality Director.

Timelines:

- GISD meets with Municipality to assess scope of work February 2014
- Municipality submits purchase order for AppliTrack May 2014
- Municipality identifies those employees for training May 2014
- Municipality Advertises "paperless" application system June 2014
- Municipality conducts mock application for Internal applicants (employees) June 2014
- Municipality AppliTrack Launch (tentative) July 2014

Services are to be provided pursuant to the appending Contract, which shall commence on date signed and shall expire one year thereafter.

APPENDIX B – COMPENSATION

GENESEE INTERMEDIATE SCHOOL DISTRICT Human Resources

Genesee County

- Aforementioned services to be provided by GISD to the Municipality (Genesee County) will be invoiced by GISD monthly including:
 1. Hours delivered by GISD HR Administrator @ \$61.37
 2. Hours delivered by GISD HR Assistant @ \$31.71
 3. Mileage to and from Genesee County @ IRS rate
- No overtime will be worked at, or on behalf of the Municipality (Genesee County) without permission of their Human Resources Director. Municipality will be billed for any additional, incidental costs thereof.
- Any changes in costs of employment will be reconciled on the last statement.
- Any charges for supplies if needed and as mutually agreed

KPM:fs

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

LADIES 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 \$2,182,385.34 for the period ending May 23, 2014, including \$76,651.24 from the General Fund; and \$2,959,476.49 for the period ending May 30, 2014, including \$2,812.60 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G061114VIA
ACT:ms
06-13-14
06-18-G01

G01

14-252

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the expedited action taken June 11, 2014, by the Governmental Operations Committee to authorize the Equalization Director to attend the Michigan Association of Equalization Directors Conference in Bay City, Michigan, July 13 – 16, 2014, to be paid from the Employee Training line item within the FY2013-14 Equalization Department budget, is hereby ratified (a copy of the memorandum request dated May 14, 2014, being on file with the official records of the June 11, 2014, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G061114VIIC
ACT:ms
06-13-14
06-18-G02

G02

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 11, 2014, by the Governmental Operations Committee of this Board approving the request by the Director of Community Corrections to reclassify the part-time Community Corrections Secretary Position within the Office of Community Corrections to a part-time Community Corrections Billing Clerk position in accordance with the job description and other supporting documentation included in the request dated June 11, 2014, on file with the official records of the June 11, 2014, meeting of the Governmental Operations Committee.

GOVERNMENTAL OPERATIONS COMMITTEE

G061114VIID
ACT:ms
06-13-14
06-18-G03

G03

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of the Delta Dental "Brush" Preschool Oral Health Program grant funding in the amount of \$13,793.77, to support the provision of dental hygiene education in the form of weekly lessons for the Head Start and Early Head Start children is approved (a copy of the memorandum request dated June 4, 2014, and supporting documentation being on file with the official records of the June 4, 2014 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H060414VIA2
CDB:ms
06-05-14
06-18-H01

H01

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of Genesee County Community Action Resource Department ("GCCARD") to authorize entering lease and operational agreements with the below listed school districts, church or agencies for use as classroom sites for the 2014-15 Head Start and Early Head Start Program year is approved:

- (1) Clio, Flushing, Genesee, Kearsley, Linden, and Mt. Morris school districts will provide rent, utilities and maintenance of Head Start and Early Head Start classroom/s free of charge;
- (2) Grand Blanc, Lakeville, Montrose, Swartz Creek, Westwood Heights, and St. John the Evangelist Catholic Church-Davison will provide rent, utilities and maintenance of Head Start classroom/s free of charge; and
- (3) Atherton, Bendle, Fenton and Mt. Morris School districts will provide land for the location of a modular classroom free to the Head Start Program.

(a copy of the memorandum request dated June 4, 2014 and sample lease and operational agreements being on file with the official records of the June 4, 2014 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized and directed to sign the various lease and operational agreements on behalf of Genesee County, as necessary.

HUMAN SERVICES COMMITTEE

H060414VIA2
CDB:ms
06-05-14
06-18-H02

H02

14-256

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize acceptance of Amendment #2 to Contract #20141459-02 with the Michigan Department of Community Health, pursuant to which certain information will be revised and the agreement amount will be increased from \$\$5,794,564 to \$5,839,486 for the period October 1, 2013 through September 30, 2014, is approved (a copy of the memorandum request dated May 27, 2014, and amendment document being on file with the official records of the June 4, 2014, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to sign the Amendment document on behalf of Genesee County, as necessary.

HUMAN SERVICES COMMITTEE

H060414VIIB1
CDB:ms
06-05-14
06-18-H03

H03

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves the proposed Amendment to Lease Agreement between the County of Genesee and Hamilton Community Health Network (the "Network"), whereby the Network leases ten parking slots in the Burton Health Center parking lot at a cost of \$3,000 annually for the period April 1, 2014 to May 31, 2015 (a copy of the Health Officer's memorandum request dated June 4, 2014, and the Amendment being on file with the official records of the June 4, 2014, meeting of the Human Services Committee), and the Chairperson of this Board is authorized to sign the Amendment document on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H060414VIIB2
CDB:ms
06-05-14
06-18-H04

H04

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

LADIES AND GENTLEMEN:

WHEREAS, the County of Genesee is committed to providing a safe and healthy environment for its employees and visitors; and

WHEREAS, the Genesee County Board of Health has approved and referred for this Board of Commissioners' consideration a policy governing the use of electronic smoking devices; and

WHEREAS, this Board of Commissioners believes a policy prohibiting the use of electronic smoking devices in all Genesee County buildings and work vehicles will assist in the County's efforts to provide a safe and healthy work environment.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves and adopts the proposed policy titled, *Electronic Smoking Device Use Policy* to govern the use of such devices in all County buildings and vehicles a copy of which is attached to this resolution (a copy of the Health Officer's memorandum request dated June 6 (sic), 2014, and the Policy being on file with the official records of the June 4, 2014, meeting of the Human Services Committee).

BE IT FURTHER RESOLVED, that the Human Resources Department is directed to distribute this policy to all County departments.

HUMAN SERVICES COMMITTEE

H060414VIIB3
CDB:ms
06-05-14
06-18-H05

H05

Electronic Smoking Device Use Policy

The Genesee County Board of Commissioners is committed to providing a safe and healthy environment for its employees and visitors. It is the policy of the Genesee County Board of Commissioners to prohibit the use of electronic smoking devices in all Genesee County buildings and work vehicles. Any form of electronic smoking devices and any paraphernalia associated with them are not permitted in Genesee County buildings or work vehicles. This policy applies to all county employees, visitors, volunteers, students, contract workers, delivery personnel, etc. who enter any Genesee County buildings.

The unrestricted use of electronic smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," is potentially hazardous to the health and is disruptive to an orderly, productive work environment. The use of unregulated electronic smoking devices closely resembles and purposefully mimics the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system.

After testing a number of e-cigarettes, the Food and Drug Administration (FDA) determined that various samples tested contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA's testing also suggested that quality control processes used to manufacture these products are inconsistent or non-existent.

Electronic smoking devices produce a vapor of undetermined and potentially harmful substances, which may appear similar to the smoke emitted by traditional tobacco products. The use of electronic smoking devices in existing smoke-free locations threatens to undermine compliance with smoking regulations, creates a disturbance which impedes employee performance, confuses the public, and reverses the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment.

For the purposes of this policy electronic smoking device is defined as, any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, hookah stick, or under any other product name or descriptor.

Uniformed security and maintenance personnel shall inform violators from the general public of the policy. Employees who violate this policy will be subject to disciplinary action.

14-259

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken on June 4, 2014, by the Human Services Committee of this Board approving the oral request by the Health Officer to authorize immediately filling with temporary help the full-time secretary position within the Nurse Family Partnership Program, said position having been previously approved by this Board on March 5, 2014, in Resolution no. 14-75, pending filling the position with permanent staff.

HUMAN SERVICES COMMITTEE

H_____
CDB:ms
06-05-14
06-18-H06

H06

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Court Administrator of the 67th District Court to approve the collections services contract with Credit Bureau Collections Services is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated June 3, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P061114VIA
ACT:ms
06-13-14
06-18-P01

P01

14-261

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee Valley Regional Center to approve the one-month extension amendment to the food service contract with Aramark Correctional Services is approved, and that the Chairperson is authorized to execute the contract extension amendment on behalf of Genesee County (a copy of the memorandum request dated June 3, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P061114VIB
ACT:ms
06-13-14
06-18-P02

P02

14-262

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee Valley Regional Center to approve the food service contract with Variety Foodservices, Inc., funded through Fund No. 292.00.00.6630.46222.000, is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated June 3, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P061114VIC
ACT:ms
06-13-14
06-18-P03

P03

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Medical Examiner to approve the body removal service contract with STAT EMS is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated June 4, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P061114VID
ACT:ms
06-13-14
06-18-P04

P04

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Medical Examiner to approve the medical examiner investigator services contract with STAT EMS is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated June 4, 2014, and supporting documentation being on file with the official records of the June 11, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P061114VIE
ACT:ms
06-13-14
06-18-P05

P05

14-265

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County,
Michigan, accepts the following vehicle bids submitted in response to IFB #14-007 –

2015 Vehicles:

Vehicle Model	Company	Price
2015 GM Model CC15706, Chevrolet Tahoe, 2WD, 4DR	Hank Graff Chevrolet, Davison, MI	\$28,930.00
2015 GM Model CK15706, Chevrolet Tahoe, 4WD, 4DR	Hank Graff Chevrolet, Davison, MI	\$31,806.00
2015 GM Model CV14526, Chevrolet Traverse LT, AWD, 4DR	Hank Graff Chevrolet, Davison, MI	\$29,991.00

(a copy of the memorandum request dated June 3, 2014, and supporting documentation
being on file with the official records of the June 11, 2014, meeting of the Public Works
Committee of this Board).

PUBLIC WORKS COMMITTEE

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ACT:ms
06-13-14
06-18-P06

P06

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director, Genesee County Parks to approve the Parks Pilot Partnership Program, whereby the Genesee County Parks and Recreation Commission (the Commission) will partner with the City of Flint for the purpose of managing, operating and maintaining 4 Flint city parks, specifically Max Brandon Park, Flint Park Lake, McKinley Park and Thread Lake Park, for a two year trial term, whereby the City will pay to the Commission \$20,000/year, is granted, and that the Chairperson is authorized, upon review by Corporation Counsel, to execute a Partnership Agreement that is substantially similar to that attached on behalf of Genesee County (a copy of the memorandum request dated June 13, 2014, and a draft Partnership Agreement being attached to this Resolution).

PUBLIC WORKS COMMITTEE
(On agenda with consent of Committee and Board Chairpersons)

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06-18-P07
Attachments

P07

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PARK PARTNERSHIP AGREEMENT

This agreement (hereinafter "Agreement") is entered into between the City of Flint, a municipal corporation (hereinafter "City") and Genesee County Parks and Recreation Commission (hereinafter "Commission"); collectively referred to herein as the "Parties".

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation; and

WHEREAS, the Commission is dedicated to providing affordable, quality recreational facilities and programs to all citizens of Genesee County; and

THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Parks: This Agreement shall be for the following parks:
 - A. Max Brandon Park
 - B. McKinley Park
 - C. Thread Lake Park
 - D. Flint Park Lake ParkCollectively, 1(A)-1(D) are hereinafter referred to as the "Parks".
2. Grant Administration: The Parties will work collectively to oversee the application and implementation of grants for capital improvements to the Parks. The Parties acknowledge that there are pending grants for park improvements, for which the City shall be responsible for implementation, unless otherwise agreed upon by the parties. From the date of execution of this Agreement, application for grants (and implementation thereof) shall be the joint responsibility of the City and the Commission to the greatest extent possible.
3. Parks As-Is: The City is providing the use of the Parks AS IS, with all faults, and makes no representations regarding the condition of the Parks or usability for any purpose. The Commission shall inspect Parks and make all determinations as to their usability for any purpose prior to use of the Parks.
4. Compliance with Laws, Regulations, and Parks Rules; Enforcement: The Parties agree to comply with all federal, state, and local laws, regulations, and permitting requirements in the performance of this Agreement. The Commission will apply rules consistent with those of non-City parks operated by the Commission, and Commission Park Rangers will have the authority to enforce these rules at the Parks. Notwithstanding, this Agreement shall not in any manner limit law enforcement authority of the Flint Police Department within the Parks. Commission representatives will meet with City of Flint Police representatives regularly to develop and coordinate plans to patrol the Parks and review law enforcement activities within the park, as agreed upon by those parties.

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5. Parks Reservations and Special Events: The Commission will coordinate facility reservations and special events at the Parks utilizing a permit process and fee schedule approved annually by the Commission.
6. Employment of Flint Residents: To the extent practicable, the Commission will seek to employ individuals who are residents of the City of Flint. All employees of the Commission are solely employees of the Commission and are subject to Commission employment rules.
7. Marketing and Promotion: The Commission will market and promote the Parks in a manner that is consistent with non-City parks operated by the Commission.
8. Coordination: The Staff of the Commission and City will meet periodically to review the status of Parks operations and all other issues arising under this Agreement. Additionally, the City may form and manage a Citizen Advisory Committee, which the Commission agrees to meet bi-annually to receive input therefrom, to address issues specifically related to the parks that are the subject of this Agreement.
9. Deliverables: The Commission shall provide a quarterly report to the City on the status of programs, projects, and partnerships related to the Parks. These reports shall include a full accounting of the revenue generated pursuant to this Agreement.
10. Temporary Suspension: The Commission acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents due to acts of god or other emergencies; and, in such an event, the Commission agrees to surrender, immediately upon demand, the use of the Parks (or any individual park) to the City for the purpose of managing such events for the pendency of such events. Determination of such events shall be made by the Chief of Police of the Flint Police Department.
11. 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 give, 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.
12. Pilot Program Initial Term: This Agreement shall be for an initial term of two (2) years, to serve as a pilot program to determine the feasibility and costs of a long-term agreement between the Parties.

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13. Cost: For the services set forth herein, the City shall pay the Commission twenty thousand (20,000) dollars per year, payable within thirty (30) days of the end of that year.
14. General Terms and Conditions: This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto, and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included. This Agreement is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one agreement.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below:

GENESEE COUNTY PARKS AND
RECREATION COMMISSION:

CITY OF FLINT:

By: _____
Its: _____
Date: _____

By: Darnell Earley, ICMA-CM, MPA
Its: Emergency Manager
Date: _____

Approved as to Form:

By: Peter M. Bade
Its: Chief Legal Officer