I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE TO THE FLAG

V. APPROVAL OF MINUTES - September 11, 2013

VI. PUBLIC ADDRESS BOARD

VII. COMMUNICATIONS

VIII. REPORTS

BOARD OF COMMISSIONERS

Jamie W. Curtis, Chairperson
Ted Henry, Vice Chairperson

Report from Chairperson

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

Ted Henry, Chairperson
Pegge Adams, Vice Chairperson

C01 Resolution approving Planning Commission request to transfer CDBG funds between Consolidated Plan activities

C02 Resolution approving Planning Commission request to allocate ESG funding

C03 Resolution approving Planning Commission request to authorize Household Hazardous Waste Collection Event Site Agreement with Davison Community Schools for a collection event to take place on October 26, 2013, at Davison High School

Report from Chairperson
FINANCE COMMITTEE

Mark Young, Chairperson
Tony Brown, Vice Chairperson

F01 Resolution authorizing cell phone exemption for Circuit Court Family Division adoption unit caseworkers

F02 Resolution ratifying expedited action by the Finance Committee authorizing re-establishing and filling a Circuit Court deputy register position

F03 Resolution ratifying expedited action by the Finance Committee approving and authorizing submission of the FY 2013-14 Child Care Fund Annual Plan and Budget

F04 Resolution ratifying expedited action by the Finance Committee authorizing re-establishing 67th District Court Deputy District Court Clerk position and filling of position

F05 Resolution ratifying expedited action by the Finance Committee authorizing re-establishing and filling Court Clerk and Deputy Clerk positions within Clerk’s Office Legal Division

F06 Resolution ratifying expedited action by the Finance Committee authorizing temporarily converting two Public Health Nurse positions from full time to part-time

F07 Resolution ratifying expedited action by the Finance Committee authorizing re-establishing and filling Health Department Epidemiologist position

F08 Resolution ratifying expedited action by the Finance Committee authorizing re-establishing and filling Planning Department Accountant position

F09 Resolution authorizing change in capitalization policy for fixed assets

F10 Resolution ratifying stipulated order governing the use and management of the DTRF pending resolution of the pending litigation between Genesee County and the Treasurer

F11 Resolution adopting Genesee County FY2013-14 Budget

Report from Chairperson
GOVERNMENTAL OPERATIONS COMMITTEE

Omar Sims, Chairperson
John Northrup, Vice Chairperson

G01 Resolution paying County bills

G02 Resolution ratifying expedited Governmental Operations Committee action authorizing seven Friend of the Court employees to attend the annual Michigan Family Support Council Fall Conference at Boyne Highlands Resort in Harbor Springs, Michigan, October 9 - 11, 2013

G03 Resolution ratifying expedited action authorizing the application for renewal of the Prosecuting Attorney’s Office contract with the Michigan Department of Human Services for Family Court representation of the Department in child abuse and neglect cases

G04 Resolution approving contract for Sheriff operation of the Flint Holding Facility (on agenda with permission of Board and Governmental Operations Committee Chairpersons)

G05 Resolution approving the purchase of Tier II Manager software from IDSi International for use by the Local Emergency Planning Committee to monitor chemical and hazardous material reporting by facilities within the County

G06 Resolution for County Overtime

G07 Resolution approving Community Corrections request to approve the Comprehensive Plans and Services Contract for FY13-14 with the Michigan Department of Corrections - Office of Community Alternatives and to authorize related subcontracts with vendors

G08 Resolution approving Community Corrections request to approve Michigan Prisoner Reentry contract extension for FY2013-2014 and related vendor subcontracts

Report from Chairperson

HUMAN SERVICES COMMITTEE

Brenda Clack, Chairperson
Archie Bailey, Vice Chairperson

H01 Resolution approving personal property leasing of GCCARD Head Start buses to the Flushing and Montrose School Districts
H02 Resolution authorizing three Health Department overnight travel requests

H03 Resolution approving Senior Center Budget Amendment Request (Swartz Creek Senior Center)

H04 Resolution approving Carman Ainsworth Senior Center Travel requests for 2013/14

H05 Resolution tentatively approving Genesee Shiawassee Michigan Works! Training Plans

Report from Chairperson

PUBLIC WORKS COMMITTEE

Tony Brown, Chairperson
Mark Young, Vice Chairperson

P01 Resolution ratifying expedited action to approve Clerk/Register’s request to authorize the acceptance of the FY2013-14 VOCA grant from the Crime Victim Services Commission

P02 Resolution approving Building & Grounds request to approve contract for waste removal and recycling services with Republic Services of Flint

Report from Chairperson

LAUDATORY RESOLUTIONS

Genesee County Parks and Recreation Commissioner – Red Frog Events’ Warrior Dash
Prince Hall Americanism Day

National POW/MIA Recognition Day

Prince Hall Americanism Day

IX. UNFINISHED BUSINESS

X. NEW AND MISCELLANEOUS BUSINESS

XI. OTHER BUSINESS

XII. ADJOURNMENT
LADIES AND GENTLEMEN:

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

- Transfer $38,171.00 from 2009 Planning and Admin, Activity # 1736, to 2012 Davison Township Sidewalk Improvements, Activity # 1945;
- Transfer $5,610.00 from 2012 Montrose Township Removal of Architectural Barriers - Police Station, Activity #1975, to 2012 Montrose Township Removal of Architectural Barriers - Senior Center, Activity # 1954;
- Transfer $2,134.00 from 2012 Montrose Township Removal of Architectural Barriers - Police Station, Activity #1975, to 2012 Montrose Township Senior Center Improvements, Activity # 1953;
- Recapture $4,620.25 from 2011 Flushing Township Removal of Architectural Barriers, Activity #1899;
- Recapture $122.34 from 2011 Flint Township Ditching Improvements, Activity #1894;
- Transfer $21,619.32 from Metro Community Development Tenant Based Rental Assistance, Activity #1830, to Metro Community Development Tenant Based Rental Assistance, Activity #2045;
- Allocate $6,336.00 in funding from Group 2 application period to 2011 Village of Gaines Sidewalk Improvements, Activity #1989;
- Recapture $4,669.00 from 2011 Flint Township Demo, Activity #1893.

NOW THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that, for the reasons explained in the memorandum request dated September 18, 2013, on file with the minutes of the September 18, 2013, meeting of the Community & Economic Development Committee, the requested
fund transfers are approved, and that the Genesee County Metropolitan Planning Commission is authorized to transfer the funds.
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 amendment of the Emergency Solutions Grant (“ESG”) Action Plan for PY2013 to allocate $120,990 in ESG funding as recommended in the memorandum request dated September 18, 2013, being on file with the official records of the September 18, 2013, meeting of the Community & Economic Development Committee of this Board, is approved.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C091813VIB
ACT:ms
09-23-13
09-25-C02
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 Household Hazardous Waste Collection Event Site Agreement with Davison Community Schools for a collection event to take place on October 26, 2013, at Davison High School from 10:00 a.m. to 2:00 p.m., is approved, and that the Chairperson of this Board is authorized to sign the Site Agreement on behalf of Genesee County (a copy of the memorandum request dated September 18, 2013, and supporting documentation being on file with the official records of the September 18, 2013, meeting of the Community & Economic Development Committee of this Board).

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C091813VIIIA
ACT:ms
09-23-13
09-25-C03
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 Circuit Court, Family Division to grant an exemption
from the County cell phone stipend policy for two adoption unit caseworkers, is
approved (a copy of the memorandum request dated August 23, 2013, being on file
with the official records of the September 11, 2013, meeting of the Finance
Committee of this Board).

    FINANCE COMMITTEE

F091113VIIA
CDB/ms
09-23-13
09-25-F01
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the 7th Circuit Court, Family Division to re-establish and fill the position of deputy register to replace the vacated position of senior deputy register, said position being vacant since September 3, 2013, due to the resignation of the person holding the position (a copy of the memorandum request dated September 11, 2013, and supporting documentation being on file with the official records of the September 11, 2013, 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

F091113VIIB
CDB/ms
09-23-13
09-25-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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the 7th Circuit Court, Family Division, to approve and authorize submission of the FY 2013-14 Child Care Fund Annual Plan and Budget (a copy of the memorandum request dated August 23, 2013, and supporting documentation being on file with the official records of the September 11, 2013, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F091113VIIC
CDB/ms
09-23-13
09-25-F03

F03
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the 67th District Court to re-establish and immediately fill the position of Deputy District Court Clerk (a copy of the memorandum request dated September 11, 2013, being on file with the official records of the September 11, 2013, 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

F091113VIID
CDB/ms
09-23-13
09-25-F04
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the Clerk/Register to re-establish and fill the positions of Court Clerk and Deputy Clerk due to the leave of absence of a Senior Court Clerk with the Clerk’s Office Legal Division (a copy of the memorandum request dated September 11, 2013, and supporting documentation being on file with the official records of the September 11, 2013, 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 numbers created, as necessary, for said positions and to commence the hiring process so that the positions may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

FINANCE COMMITTEE

F091113VIIE
CDB/ms
09-23-13
09-25-F05

F05
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the Genesee County Health Officer to temporarily convert two full-time Public Health Nurse positions within the Health Department to part-time positions to allow the two nurses to continue attending graduate nursing programs (a copy of the memorandum request dated September 3, 2013, and supporting documentation being on file with the official records of the September 11, 2013, meeting of the Finance Committee of this Board).

    FINANCE COMMITTEE

F091113ViIF
CDB/ms
09-23-13
09-25-F06  F06
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the Genesee County Health Officer to re-establish and fill the position of Epidemiologist within the Health Department (a copy of the memorandum request dated September 3, 2013, and supporting documentation being on file with the official records of the September 11, 2013, 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

F091113VIIG
CDB/ms
09-23-13
09-25-F07
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 by the Finance Committee of this Board on September 11, 2013, authorizing the request by the Director-Coordinator of the Genesee County Metropolitan Planning Commission to re-establish and fill the position of Accountant within the Planning Department (a copy of the memorandum request dated September 3, 2013, and supporting documentation being on file with the official records of the September 11, 2013, 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

F091113VIIH
CDB/ms
09-23-13
09-25-F08

F08
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 Controller to change the County’s capitalization threshold for fixed assets from $1000 to $5,000, and to adopt the schedule appearing below, both changes to be effective October 1, 2013, is approved (a copy of the memorandum request dated September 3, 2013, being on file with the official records of the September 11, 2013, meeting of the Finance Committee of this Board):

<table>
<thead>
<tr>
<th>Capital Asset</th>
<th>Capitalization Threshold</th>
<th>Applied to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Improvements</td>
<td>$100,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Infrastructure (roads, bridges, sidewalks, etc.)</td>
<td>$100,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Buildings</td>
<td>$100,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>$50,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>$50,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Equipment (furniture, machinery, other)</td>
<td>$10,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Vehicles – New (including outfitting)</td>
<td>$20,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Vehicles – Used (including outfitting)</td>
<td>$10,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Computers (desktop, laptop, tablet including software) – Individual purchase</td>
<td>$1,500</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Computers (desktop, laptop, tablet including software) – Group purchase</td>
<td>$50,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Computers (other than desktop, laptop, tablet)</td>
<td>$10,000</td>
<td>Individual Item</td>
</tr>
<tr>
<td>Computer Software (other than desktop, laptop, tablet)</td>
<td>$10,000</td>
<td>Individual Item</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the Controller is authorized to make an exception to this policy in the rare circumstance that he deems an exception is warranted, said exception to be brought before the Finance Committee for ratification.

FINANCE COMMITTEE

F091113VIII
CDB/ms
09-23-13
09-25-F09
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 Stipulated Order entered September 20, 2013, in the matter of Genesee County v. Deborah Cherry, in her official capacity as the Genesee County Treasurer, said order, a copy of which is attached to this Resolution, to govern the use and management of the DTRF pending the resolution of the litigation.

FINANCE COMMITTEE
(On agenda with consent of Committee and Board chairpersons)

F--------
CDB/ms
09-23-13
09-25-F10
Attachment
STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF GENESEE

GENESEE COUNTY BOARD OF COMMISSIONERS,

Plaintiff,

v

DEBORAH CHERRY, in her official capacity as the Genesee County Treasurer,

Defendant.

Case No. 13-100456-CZ

Hon. Nick O. Holowka
(County of Lapeer)

LAURA M. HALLAHAN (P42101)
SEAN M. MULCHAY (P71617)
CHRISTOPHER J. AMMORI (P75380)
HALLAHAN & ASSOCIATES, P.C.
Attorneys for Plaintiff/Counter-Defendant
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302
(248) 731-3089

Charles A. Lawler (P65164)
Attorney for Defendant/Counter-Plaintiff
CLARK HILL PLC
212 E. Grand River Avenue
Lansing, Michigan 48906
(517) 318-3100

CELESTE D. BELL (P41453)
ANDREW C. THOMPSON (P67984)
Co-Counsel for Plaintiff/Counter-Defendant
Interim Corporation Counsel
Genesee County Corporation Counsel
1101 Beach Street, Room 317
Flint, Michigan 48502
(810) 257-3050

Peter E. Goodstein (P14180)
Co-Counsel for Defendant/Counter-Plaintiff
452 S. Saginaw Street, Suite 302
Flint, Michigan 48502
(248) 232-0553

STIPULATED ORDER

A TRUE COPY
Genesee County Clerk
The Parties hereby stipulate and agree as follows:

It is specifically agreed that the Treasurer may pay all vendors on contracts currently in existence. Other than professional services contracts as described below, the Treasurer will not enter into any new contracts that would be paid out of the delinquent tax revolving fund.

1. Pending the conclusion of this litigation, it is further agreed that any existing or future Board action contrary to this agreement is unenforceable.

2. The County Treasurer has transferred approximately $4,300,000 from the delinquent tax revolving fund to the County General Fund.

3. The Treasurer is authorized to complete the outstanding payments in the approximate amount of $335,000 on the contract between the Treasurer and the Genesee County Land Bank Authority.

4. Pending the conclusion of this litigation, the County Board shall not adopt any further resolutions regarding the delinquent tax revolving fund except for adoption of the final budget resolution for FY2013-14 on September 25, 2013, said resolution to contain identical language regarding the delinquent tax revolving fund as was included in the proposed budget resolution adopted on September 11, 2013.

5. The parties agree that neither party may transfer funds out of the delinquent tax revolving fund except as identified in this agreement or as agreed between the Controller and the Treasurer. It is specifically agreed that the Treasurer may pay all vendors on contracts currently in existence. Other than the transactions described below, the Treasurer will not enter into any new contracts that would be paid out of the delinquent tax revolving fund.

   a. The Treasurer may pay scheduled payments on current contracts.
   b. The Treasurer may use funds within the delinquent tax revolving fund to hire foreclosure counsel, bond counsel and a financial advisor in preparation for the 2014 borrowing for the delinquent tax revolving fund.
   c. The purchase of delinquent tax debt from the local units.
   d. The payment of principal and interest on any outstanding notes.
   e. Any other contracts or transfers agreed upon by the County Controller and the Treasurer.
6. Counsel for the parties shall agree to and file stipulated facts on or before December 1, 2013.

7. The parties shall file cross motions for summary disposition on the stipulated facts on or before January 1, 2013.

8. The Parties agree that no provision in this Order shall serve as an admission on any issue in this or any other matter.

9/20/13 Clerk
9/20/13 Chief Judge
9/20/13 Counsel for County

9/20/13

9/20/13 Counsel for County

9/20/13

9/20/13
PROOF OF SERVICE

The undersigned certifies that a true copy of the following:

Stipulated Order

was served upon the following attorney(s), by mailing the same via US First Class mail to them at their business addresses, with postage fully prepaid thereon, on September 23, 2013:

Charles A. Lawler (P65164)
Clark Hill PLC
212 East Grand River Ave.
Lansing, MI 48906

Peter E. Goodstein, Esq.
452 S. Saginaw Street, Suite 302
Flint, Michigan 48502

I declare that the statements above are true to the best of my information, knowledge and belief.

Mary Seymour
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") in
Resolution 13-404, adopted September 11, 2013 ("Resolution 404"), adopted a
Proposed Budget for Genesee County ("the County") for the fiscal year commencing
October 1, 2013 and ending September 30, 2014 ("the Proposed Budget"); and

WHEREAS, also pursuant to Resolution 404, a notice of public hearing
regarding the Proposed Budget was published in The Flint Journal on September 19,
2013, as required by MCL §141.412, being the notice that was attached to Resolution
404; and

WHEREAS, a public hearing regarding the Proposed Budget now has been
held this September 25, 2013, as so noticed; and

WHEREAS, the Finance Committee of this Board and this Board have
given consideration to the competing needs of Genesee County’s many important
programs and funded activities, and have considered the budgetary requests of the
various County funded budgetary centers (sometimes referenced below as
“Departments”); and

WHEREAS, this Board is the statutorily designated "legislative body" for
the County, with respect to the County budgeting function under Act No. 2 of the
Public Acts of 1968 as amended ("Act 2"), MCL §141.421 et seq.; and

WHEREAS, this Board, acting pursuant to MCL §141.414, now desires to
amend the Proposed Budget from that which appeared in the attachment to
Resolution 404.

NOW, THEREFORE, BE IT RESOLVED, by this Board that:
1. The heretofore Proposed Budget set forth in the attachment to Resolution 404, which Proposed Budget now is before this Board for any further action as may be desired pursuant to MCL §141.414, is amended to constitute in its entirety the document attached to this Resolution, being the document entitled “GENESEE COUNTY, MICHIGAN ADOPTED BUDGET Fiscal Year 2013/2014,” which document is hereinafter referred to as the Fiscal Year 2013/2014 Budget.

2. The estimated revenues which constitute the revenues component of the Fiscal Year 2013/2014 Budget are those summarized at pages I through IV of that Budget and detailed, as to General Fund revenues, at pages V through IX of that Budget in the columns captioned “2013/2014 Adopted Budget,” and, as to other revenues, at pages 2 through 209 of that Budget, in the lines making up each “REVENUE Total” and within the columns captioned “2013/2014 Adopted Budget.”

3. The expenditures component of the Fiscal Year 2013/2014 Budget is a line item expenditures budget, which is summarized at pages X through XII of that Budget, the specific line items of which, including without limitation the amounts for each such item, and the other designations and respective amounts for which, are all as fully set forth in the Fiscal Year 2013/2014 Budget, at pages 2 through 209, with the budgeted expenditures being those entered in the lines making up each “EXPENSE Total” and within the columns under the captions “2013/2014 Adopted Budget”.

4. A summary of the Fiscal Year 2013/2014 Adopted Budget, with the estimated General Fund Balance on October 1, 2013, and the projected General Fund Balance on September 30, 2014, is shown on page XIII of that Budget.
5. The Proposed Budget, as above amended, is by this Board legislatively found and declared to reflect a reasonable allocation of revenues to the various County funded budgetary centers, and is so found and declared to allow all mandated or required programs and activities to be performed at reasonable, necessary and serviceable levels or at even more adequate levels of performance. In making these findings this Board has considered not only information received by this Board and this Board’s Finance Committee during presentations and deliberations formally described as relating to the Fiscal Year 2013/2014 Budget, but also other information received by this Board, and by all of its Committees having all County Commissioners as members, regarding County budgetary centers and County funded programs and activities, irrespective of whether such other information was received during presentations or deliberations formally described as relating to that Budget.

6. Any above provisions of this Resolution notwithstanding, the heretofore Proposed Budget, as approved in Resolution 404, but as above amended, is adopted as the Budget for Genesee County for the fiscal year commencing October 1, 2013 and ending September 30, 2014, and the line item appropriations necessary to support the budgeted line item expenditures in that Budget are made, and such Fiscal Year 2013/2014 Budget is Genesee County’s “general appropriations act” within the meaning of Act 2.

7. The Fiscal Year 2013/2014 Budget includes the total number of mills of ad valorem property taxes to be levied to support that Budget, as set forth at pages II and III thereof, and the purposes for which that millage is to be levied, as set forth in pages X through XII thereof, and this Board orders such taxes in the component levies
specified at pages II and III, and specific taxes the revenue from which also is included in that Budget, to be raised, subject to constitutional and statutory limitations. This Board’s Chairperson and the County Clerk/Register are authorized to sign State form L-4029 for 2013, on behalf of the County, certifying these levies.

8. The Controller is authorized to execute transfers between appropriations in the Fiscal Year 2013/2014 Budget, to the extent provided for on page XII of that Budget.

9. On behalf of the County, the County being the principal of the agent County Treasurer (the Treasurer) for the Revolving Fund, this Board provides the following directions to the Treasurer relating to expenditures from, and retention of surplus within, the Revolving Fund:

   a. These directions relate to the Revolving Fund exclusive of any Delinquent Tax Property Sales Proceeds Restricted Account established pursuant to MCL §211.78m(8), hereinafter referred as a Sales Proceeds Account.

   b. The Treasurer shall not make any expenditure from the Revolving Fund for any costs described in subdivisions (b) through (f) of MCL §211.78m(8) without specific advance approval from this Board. Adoption by this Board of a budget including an item which would reasonably encompass a given expenditure is not specific approval of such an expenditure.

   c. All unrestricted Revolving Fund net assets constitute surplus under MCL §211.87b(7). Except to any extent this Board, on behalf of the County, has otherwise specifically approved an expenditure from, or transfer of, such surplus, that surplus shall be retained in the Revolving Fund, thereby remaining available for transfer to the County General Fund by appropriate action of this Board.

10. The following fee schedules of the Genesee County Health Department, copies of which are attached to this Resolution, are approved and adopted to be in effect commencing October 1, 2013: a two page schedule for the Division of
Environmental Health Services, the first listed fee of which is for “Satellite school kitchen, Senior center...” and the last listed fee of which is for “Tobacco Retailer License;” and a three page schedule for Clinical Service Fees. All of the fees on these schedules are to be in effect October 1, 2013, and are to remain in effect, even subsequent to year 2014, unless and until hereafter amended.

11. This Board is well aware that development of the Budget has been a quite difficult process for the Departments, as it also has been for this Board. The difficulty reflects the severe financial strains being experienced by the County. We also note that the Budget provides for further phased reductions aggregating $1,600,000, of which at least $800,000 is to take effect no later than December 31, 2013 pursuant to this Resolution, and the remaining $800,000 is to take effect no later than March 31, 2014, also pursuant to this Resolution. We remain open to further consideration of the Budget, and do not intend to limit such further consideration to only the phased reductions. We urge all Departments to work together with us, as we attempt to further develop the Budget under very difficult circumstances. To that end, in the event a budgeted position is vacated, we request that each department head exercise his or her best efforts to get by without that position until such time as phased reductions totaling $1,600,000 have been attained.

12. Any and all authority of this Board to amend the herein adopted Fiscal Year 2013/2014 Budget, including without limitation any authority to reduce an appropriation herein provided for and the authority to provide for allotment of any appropriation, is fully reserved, and the preceding reference to providing for allotment through Board action is not intended to, and does not, diminish any
otherwise existing authority of the County Controller to cause appropriations to be divided into allotments.

13. The provisions of this Resolution, in their applicability to any one budgetary center, or to any one office, position, person or line item, are severable from their applicability to any other budgetary center, office, position, person or line item.

14. Any previous resolution of this Board, or any document adopted in any such resolution, including without limitation the County’s Personnel Policy Manual, is rescinded to the extent of application, if any, but only to such extent of application, that would be inconsistent with this Resolution.

15. This Board’s Coordinator is directed to inform all Department Heads of the adoption, and to provide each of them with a copy, of this Resolution. The Coordinator’s covering communication to the Treasurer also should inform her that this Resolution contains certain directions regarding the County’s Delinquent Tax Revolving Fund, said directions being consistent with the Stipulated Order entered by the parties to the pending litigation, Genesee County Board of Commissioners v. Deborah Cherry, 7th Circuit Court No. 13-100456-CZ.

FINANCE COMMITTEE
(On Agenda with consents of Board and Committee Chairpersons)

CDB:ms
09-23-13
09-25-F11
Attachment
## Food Service Sanitation Program

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>License Fee*</th>
<th>Full Plan Review</th>
<th>New Owner Evaluation</th>
<th>Remodel</th>
<th>New Owner &amp; Remodel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satellite school kitchen, Senior center, Religious organization, Intermittent Service, School concession, Government institution</td>
<td>$351</td>
<td>$605</td>
<td>$76.</td>
<td>$228.</td>
<td>$304</td>
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<tr>
<td>Serving only, Bar only, Take-out pizza only, Ice cream only, Donut, Bagel, or Coffee shop, Concession</td>
<td>$537</td>
<td>$900</td>
<td>$250</td>
<td>$400</td>
<td>$550</td>
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<tr>
<td>Full service w/o alcohol, Bar with small food menu, Fast food, Pizza &amp; additional menu, Catering, Ethnic menu w/o alcohol</td>
<td>$702</td>
<td>$1100</td>
<td>$400</td>
<td>$400</td>
<td>$550</td>
</tr>
<tr>
<td>Full Prep School Kitchen, Fraternal/Civic organization</td>
<td>$702</td>
<td>$683</td>
<td>$148</td>
<td>$228</td>
<td>$376</td>
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<tr>
<td>Full service w/alcohol, Institutional setting, Fine dining</td>
<td>$868</td>
<td>$1500</td>
<td>$500</td>
<td>$400</td>
<td>$550</td>
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<tr>
<td>Mobile Food Service</td>
<td>$288</td>
<td>$500</td>
<td>$228</td>
<td>$228</td>
<td>$350</td>
</tr>
<tr>
<td>STFU</td>
<td>$149</td>
<td>$900</td>
<td>$350**</td>
<td>$228</td>
<td>$450**</td>
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<td>Non-Profit STFU with proof of current 501(c)(3)</td>
<td>$112</td>
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<tr>
<td>Vending location</td>
<td>$88</td>
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<tr>
<td>Temporary Food Service</td>
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<tr>
<td>Non-Profit Temporary with proof of current 501(c)(3)</td>
<td>$89</td>
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</table>

*GCHD portion of license fee for new operations are reduced by 50% after November 1st each year.

*Local license fees include State of Michigan license fee & surcharges for education funds.

**New owners of units previously licensed in Genesee County.

## Service Fees

Temporary food license application made less than 5 business days in advance of the event [additional to license fee]. Operators applying only 1 day in advance will be denied license. $76

Delinquent renewal fee for fixed licenses one business day late $135

Plus additional fee per business day thereafter $7

Follow Up inspection fee for service to assess compliance with regulations for critical violations: Food Service [2nd] and Body Art [1st] facilities $104

Food Service plan review re-evaluation or re-submission $76

Inspection fee for STFU $90

Surcharge for late STFU inspection February through April [additional to State inspection fee] $200

Request for Food Service Evaluation [licensed or non-licensed full kitchen facilities] $275

Request for Food Service Evaluation [serving site only] $137

## Body Art Program

Full Plan Review $202

Revised Plan Review (2nd review) 50% Initial Fee

Follow Up inspection fee for service to assess compliance with regulations for critical violations $104

## Campground Inspections

Permanent campground $250

Temporary campground: State fees per number of campsites also apply: $82/$110/$138/$166+ $82

## Pool Inspections

Public swimming pool inspection, first pool $278

Each additional pool at same facility $136

Coliform bacteria analysis of pool or spa water [each] $15
### Water Supply Well Permits

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit to construct or alter a private residential well</td>
<td>$200</td>
</tr>
<tr>
<td>Permit to construct or alter a public non-community Type III well</td>
<td>$300</td>
</tr>
<tr>
<td>Permit to construct or alter an irrigation well or farm non-drinking water well</td>
<td>$200</td>
</tr>
<tr>
<td>Permit to construct or alter a public non-community Type IIa or IIb well</td>
<td>$350</td>
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</table>

### On-Site Sewage Disposal Program

<table>
<thead>
<tr>
<th>Description</th>
<th>Lot/Soil Evaluation</th>
<th>Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application for Residential lot and soil evaluation</td>
<td>$210</td>
<td>$210</td>
</tr>
<tr>
<td>Application for Commercial lot and soil evaluation</td>
<td>$280</td>
<td>$280</td>
</tr>
<tr>
<td>Renewal of expired application/permit Residential or Commercial</td>
<td>$18</td>
<td>$18</td>
</tr>
<tr>
<td>Office transaction</td>
<td>$69</td>
<td>$69</td>
</tr>
<tr>
<td>Field evaluation/consult</td>
<td>$420</td>
<td></td>
</tr>
<tr>
<td>Repair evaluation and permit for existing on-site sewage system</td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td>Reinspection fee [no shows/avoidable delays/ construction non-completion]</td>
<td></td>
<td>$69</td>
</tr>
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</table>

### Plat and Condominium Evaluations

**Act 288 and Act 591**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary soil map review and or office consultation</td>
<td>Free</td>
</tr>
<tr>
<td>Preliminary evaluation of land prior to platting or development</td>
<td>$280</td>
</tr>
<tr>
<td>Survey up to 20 acres</td>
<td>$420</td>
</tr>
<tr>
<td>Survey 21 to 40 acres</td>
<td>$550</td>
</tr>
<tr>
<td>Survey 41 or more acres</td>
<td>$150</td>
</tr>
<tr>
<td>Cemetery plat review / survey</td>
<td>$35</td>
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<tr>
<td>Environmental site review of plat or condo</td>
<td>$250</td>
</tr>
<tr>
<td>On site water OR sewage disposal</td>
<td>$65</td>
</tr>
<tr>
<td>On site water AND sewage disposal</td>
<td>$65</td>
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<tr>
<td>Municipal water and sewer</td>
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### Mortgage Certification Inspections

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Water system OR septic system</td>
<td>$150</td>
</tr>
<tr>
<td>Water system AND septic system</td>
<td>$250</td>
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<tr>
<td>Reinspection fee for water system and/or septic system due to resampling, no-show’s, or avoidable delays</td>
<td>$35</td>
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<tr>
<td>Inquiries (file search only) – per transaction</td>
<td>$18</td>
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</table>

### Child Care and Adult Foster Care Inspections

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Partial: on-site water and/or sewage disposal evaluation</td>
<td>$200</td>
</tr>
<tr>
<td>Full: Water system/sewage disposal AND building and grounds general sanitation and safety</td>
<td>$350</td>
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</table>

### Miscellaneous Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Coliform bacteria analysis of water [Drinking water, swimming pool or spa, or surface water sample]</td>
<td>$15</td>
</tr>
<tr>
<td>Reinstatement fee for suspended license resulting from code violations or due to license revocation [all applicable programs: Food, Body Art, Pool, Septic Installers, etc.]</td>
<td>$135</td>
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<tr>
<td>Septic System Installation Contractor Yearly License</td>
<td>$210</td>
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<tr>
<td>Document Reproduction</td>
<td>$0.67</td>
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<tr>
<td>One to five copies/page</td>
<td>$0.40</td>
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<tr>
<td>Returned check charge</td>
<td>$20</td>
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<tr>
<td>Tobacco Retailer License</td>
<td>$360</td>
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</table>

**NOTE:** All fees will be adjusted, using the Consumer Price Index, every calendar year, and will become effective February 1st. Promulgated by the Genesee County Board of Commissioners through Resolutions 99-477, 99-488, 05-203, 07-91 & 11-396.
<table>
<thead>
<tr>
<th>SERV. TYPE</th>
<th>CODE</th>
<th>Procedure</th>
<th>SERV. FEE**</th>
<th>Private Stock Vaccine Medication pricing</th>
<th>PRIVATE PAY &amp; INSURANCE VACCINE ADMIN FEE</th>
<th>UNINSURED &amp; VFC FEE (MAX ALLOWED)</th>
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<tr>
<td>FP</td>
<td>11976</td>
<td>Removal Implanon</td>
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<td>TCA Female</td>
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<td>DIAFIT</td>
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<td>Colposcopy</td>
<td>86.95</td>
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<td>57454</td>
<td>Colposcopy with Biopsy and Curettage</td>
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<td>Colposcopy with Biopsy of the cervix</td>
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<td>Colposcopy with Endocervical Curettage</td>
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<td>Urine Pregnancy Testing</td>
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<td>81025</td>
<td>Urine Pregnancy Testing</td>
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<td>82465</td>
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<tr>
<td>STD</td>
<td>87591</td>
<td>N. Gonorrhea (Amp)</td>
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<tr>
<td>FP</td>
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<td>Trich Amp Assay</td>
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<td>87798</td>
<td>Trich Amp Assay</td>
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<td>BCCCP</td>
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<td>Surgical Pathology breast or cervical biopsy level IV</td>
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<td>Surgical Pathology breast or cervical biopsy level V</td>
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<td>Additional Surgical Pathology</td>
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<td>CD TB</td>
<td>89220</td>
<td>Sputum Collection</td>
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<td>Vaccines Administration</td>
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<td>Vaccines Administered additional</td>
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<td>Vaccine Nasal Administration</td>
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<td>Hepatitis A (Adult)</td>
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<td>IMMS</td>
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<tr>
<td>IMMS</td>
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<td>Acthib PMC</td>
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</tr>
</tbody>
</table>

**Pending Board of Commissioner Approval. Fees subject to increase if medication prices increase.

**Any service fee reflected as $0.01 means activity is funded by an alternative source.

1 of 3
<table>
<thead>
<tr>
<th>SERV. TYPE</th>
<th>CODE</th>
<th>Procedure</th>
<th>SERV. FEE**</th>
<th>Private Stock Vaccine Medication pricing</th>
<th>PRIVATE PAY &amp; INSURANCE VACCINE ADMIN FEE</th>
<th>UNINSURED &amp; VFC FEE (MAX ALLOWED)</th>
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<tbody>
<tr>
<td>IMMS</td>
<td>90649</td>
<td>HPV</td>
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<td>IMMS</td>
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<td>Flumist 6-35MON</td>
<td>17.00</td>
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<td>PF Flu 6-35m</td>
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<td>23.00</td>
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**Pending Board of Commissioner Approval. Fees subject to increase if medication prices increase.

**Any service fee reflected as $0.01 means activity is funded by an alternative source.

2 of 3
### Genesee County Health Department Clinical Service Fees
### Effective October 1, 2013*

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**Pending Board of Commissioner Approval. Fees subject to increase if medication prices increase.

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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 $1,317,111.88 for the period ending August 30, 2013, including $111,837.99 from the General Fund; and $5,235,990.69 for the period ending September 6, 2013, including $156,178.81 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIIA
ACT:ms
09-23-13
09-25-G01
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 September 18, 2013, by the Governmental Operations Committee approving the request by the Friend of the Court to authorize seven Friend of the Court employees to attend the annual Michigan Family Support Council Fall Conference at Boyne Highlands Resort in Harbor Springs, Michigan, October 9 - 11, 2013, at a total cost not to exceed $1,800.00, no more than $612 of which is to be paid from the FY2013-14 Friend of the Court budget, and the remainder to be paid from the Friend of the Court CRP Cooperative Reimbursement Grant, is hereby ratified (a copy of the memorandum request dated September 10, 2013, being on file with the official records of the September 18, 2013, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIIC
ACT:ms
09-23-13
09-25-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 September 18, 2013, by the Governmental Operations Committee of this Board approving the Prosecuting Attorney’s request to apply for renewal of the Prosecuting Attorney’s Office contract with the Michigan Department of Human Services for Family Court representation of the Department in child abuse and neglect cases, and that the submission of the request and budget application by the Prosecuting Attorney on behalf of Genesee County is also ratified (a copy of the memorandum request dated September 6, 2013, and supporting documentation being on file with the official records of the September 189, 2013, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIID
ACT:ms
09-23-13
09-25-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 Sheriff to approve the contract for operation of the Flint Holding Facility with the City of Flint is approved; and that the Chairperson and the Sheriff are authorized to execute a Holding Facility Contract substantially conforming to the attached draft contract on behalf of Genesee County; and that the Board secretary is directed to file a copy of the draft contract with the official records of this meeting of the Board.

GOVERNMENTAL OPERATIONS COMMITTEE
(On agenda with permission of Board and Governmental Operations Committee Chairpersons)

G091813VIIE
ACT:ms
09-23-13
09-25-G04
Attachments
This is an agreement between the City of Flint (hereinafter “City”) and Genesee County (hereinafter “County”) for operation of the Flint Police Department pre-arraignment holding facility (hereinafter “Holding Facility”) by the Genesee County Sheriff (hereinafter “Sheriff”) (together, the “Parties”).

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

1. **Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.

2. **Arbitration:** County agrees that for all claims, counterclaims, disputes, and other matters arising out of or relating to this agreement, County must request the City’s consent to arbitrate within 30 days from the date the County knows or should have known the facts giving rise to the claim, dispute or question.

   (a) Notice of a request for arbitration must be submitted to the City in writing by certified mail or personal service upon the City Attorney.

   (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform County whether it agrees to arbitrate. If the City does not consent, County may proceed with an action in the appropriate court. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision. The City’s failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

   (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

   (d) The remedy for County’s failure to comply with this provision is dismissal of the action.

3. **City Income Tax Withholding:** County and any subcontractor engaged in this contract shall withhold from each payment to its employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:

   (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

   (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

4. **Compensation**: This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed $2,427,999 for services as described in the original 3 and 6 page “Genesee County Sheriff’s Office Flint City Lockup Proposals” and the attachment to this contract titled, “2013/2014 Proposed Budget” which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

It is understood that, as of the date of approval of this agreement, the State has committed to funding limited to the 2012/13 contract amount of $2,224,727, and is considering the above contract price, as well as a proposed supplemental personnel appropriation. See attached letter. The Parties agree that if the above contract price is not approved by the State, County will provide, and the City of Flint will accept, a revised budget and services based on the available funding.

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

   Invoices shall be submitted to:
   
   City of Flint
   Accounts Payable
   P.O. Box 246
   Flint, MI 48501-0246

2. Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.

3. It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

4. If, during the period covered by this Agreement, an increase in salary, fringe benefits or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate
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increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.

6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

8. **Effective Date:** This contract shall be effective upon the date that money is committed by the State of Michigan to pay for the Holding Facility. It shall expire one year after that date.

9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.

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11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability**: Each party to this Agreement will remain responsible for any claims arising out of that party’s performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party’s liability to or immunity from tort claims.

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

13. **Independent County**: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that County is an “independent contractor” as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, County is not entitled to any benefits not otherwise specified herein.

14. **Insurance/Worker’s Compensation**: County shall provide evidence of having acquired the insurance within 10 days of the State appropriation of funding for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City’s Risk Manager. Policies shall be reviewed by the City’s Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract.

(a) **Commercial General Liability** coverage of not less than $11,000,000 combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as “Additional Insureds.” This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

(b) **Workers Compensation Insurance** in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.

County shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. County must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, County shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. County shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.
15. **Laws and Ordinances**: County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

16. **Modifications**: Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

17. **Non-Assgnability**: County shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. **Non-Disclosure/Confidentiality**: County agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that County will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.

19. **Non-Discrimination**: County shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.

20. **No Third Party Beneficiaries**: There are no third party beneficiaries of this contract.

21. **Notices**: Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Flint City Attorney, City of Flint, 1101 S. Saginaw St, Flint, Michigan 48502 and Flint City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to County shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Genesee County Corporation Counsel, 1101 Beach St., Flint, MI 48502, or to such other address as may be designated in writing by County from time to time.

22. **Records Property of City**: All documents, information, reports and the like prepared or generated by County as a result of this contract shall be shared with the City of Flint at the City’s request.

23. **Scope of Services**: County shall provide all of the personnel, materials, labor, equipment, supplies, machinery, tools, cleaning, superintendence, insurance and other accessories and services necessary to provide the service in accordance with the original 3 and 6 page proposals titled “Genesee County Sheriff’s Office Flint City Lockup Proposal,” the attachment to this contract titled, “2013/2014 Proposed Budget” which governs pricing for
this contract term, and the special conditions stated within this contract. City will provide the physical space as well as all utilities and general maintenance of the space. If there is any inconsistency between the proposal and the conditions stated in this document or in the other attachments to this document, the terms of the proposal are superseded to the extent of such inconsistency.

County shall perform the work in accordance with the General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

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

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

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

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

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

(d) **Use of Holding Facility** – Any person arrested on an original charge within the City may be lodged at the Holding Facility regardless of agency making the arrest. Any person arrested within the City on an outstanding warrant from the 67th District Court or the Seventh Circuit Court may be lodged in the Holding Facility regardless of agency making the arrest.

Any person arrested on a warrant(s) from the 68th District Court may be lodged in the holding facility regardless of the location of arrest or agency making the arrest.

Any person arrested within the County, not within the City limits, on an outstanding warrant from the 67th District Court or the Seventh Circuit Court may be lodged in the Holding Facility, unless the person is arrested on a charge that otherwise meets the County’s Jail Admission Policy, in which case the arrested person shall be lodged in the County Jail. This paragraph applies unless the County Jail is under a County Jail Overcrowding State of Emergency described in Public Act 352 of 1982, as amended, that is beyond 14 days as described in MCL 801.56.

Any person arrested in the City on a warrant(s) issued from a jurisdiction other than those listed above may be lodged at the Holding Facility, provided that the warrant holding agency confirms the validity of the warrant and commits to picking up the detainee within 72 hours.

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

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

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

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

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

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

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

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

27. Subcontracting: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

28. Termination: Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.

29. Time of Performance: County’s services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

30. Waiver: Failure of any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

31. Whole Agreement: This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.
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HOLDING FACILITY CONTRACT 2013-14
SIGNATURE PAGE

COUNTY OF GENESEE:

_________________________________  ______ _________________
Jamie W. Curtis, Chairperson    Date
Genesee County Board of Commissioners

_________________________________  ______ _________________
Robert J. Pickell, Sheriff     Date

CITY OF FLINT, a Michigan Municipal Corp.:

_________________________________  _________ ______________
Michael K. Brown      Date
Emergency Manager

APPROVED AS TO FORM:

________________________________   _________ ______________
Peter M. Bade       Date
Chief Legal Officer

________________________________   _________ ______________
Celeste D. Bell      Date
Interim Corporation Counsel
This is an agreement between the City of Flint (hereinafter “City”) and Genesee County (hereinafter “County”) for operation of the Flint Police Department pre-arraignment holding facility (hereinafter “Holding Facility”) by the Genesee County Sheriff (hereinafter “Sheriff”) (together, the “Parties”).

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

1. **Applicable Law**: This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.

2. **Arbitration**: County agrees that for all claims, counterclaims, disputes, and other matters arising out of or relating to this agreement, County must request the City’s consent to arbitrate within 30 days from the date the County knows or should have known the facts giving rise to the claim, dispute or question.

   (a) Notice of a request for arbitration must be submitted to the City in writing by certified mail or personal service upon the City Attorney.

   (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform County whether it agrees to arbitrate. If the City does not consent, County may proceed with an action in the appropriate court. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision. The City’s failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

   (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

   (d) The remedy for County’s failure to comply with this provision is dismissal of the action.

3. **City Income Tax Withholding**: County and any subcontractor engaged in this contract shall withhold from each payment to its employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:

   (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

   (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

4. **Compensation**: This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed $2,427,999 for services as described in the original 3 and 6 page “Genesee County Sheriff’s Office Flint City Lockup Proposals” and the attachment to this contract titled, “2013/2014 Proposed Budget” which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

It is understood that, as of the date of approval of this agreement, the State has committed to funding limited to the 2012/13 contract amount of $2,224,727, and is considering the above contract price, as well as a proposed supplemental personnel appropriation. See attached letter. The Parties agree that if the above contract price is not approved by the State, County will provide, and the City of Flint will accept, a revised budget and services based on the available funding.

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Invoices shall be submitted to:

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(2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.

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

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

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

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

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

(d) **Use of Holding Facility** – Any person arrested on an original charge within the City may be lodged at the Holding Facility regardless of agency making the arrest. Any person arrested within the City on an outstanding warrant from the 67th District Court or the Seventh Circuit Court may be lodged in the Holding Facility regardless of agency making the arrest.

Any person arrested on a warrant(s) from the 68th District Court may be lodged in the holding facility regardless of the location of arrest or agency making the arrest.
Any person arrested within the County, not within the City limits, on an outstanding warrant from the 67th District Court or the Seventh Circuit Court may be lodged in the Holding Facility, unless the person is arrested on a charge that otherwise meets the County’s Jail Admission Policy, in which case the arrested person shall be lodged in the County Jail. This paragraph applies unless the County Jail is under a County Jail Overcrowding State of Emergency described in Public Act 352 of 1982, as amended, that is beyond 14 days as described in MCL 801.56.

Any person arrested in the City on a warrant(s) issued from a jurisdiction other than those listed above may be lodged at the Holding Facility, provided that the warrant holding agency confirms the validity of the warrant and commits to picking up the detainee within 72 hours.

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

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

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

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

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

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

25. **Severability**: In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
26. **Standards of Performance**: County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.

27. **Subcontracting**: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

28. **Termination**: Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.

29. **Time of Performance**: County’s services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

30. **Waiver**: Failure of any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

31. **Whole Agreement**: This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS
COUNTY OF GENESEE:

Jamie W. Curtis, Chairperson  
Genesee County Board of Commissioners  

Date

Robert J. Pickell, Sheriff  

Date

CITY OF FLINT, a Michigan Municipal Corp.:

Michael K. Brown  
Emergency Manager  

Date

APPROVED AS TO FORM:

Peter M. Bade  
Chief Legal Officer  

Date

Celeste D. Bell  
Interim Corporation Counsel  

Date
## 2013/2014 Proposed Budget

### 899.3030 FLINT CITY LOCKUP

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September 6, 2013

Sheriff Robert Pickell  
Office of Genesee County Sheriff  
1002 S. Saginaw Street  
Flint, MI 48502

Dear Sheriff Pickell:

Thank you for your letter of August 23, 2013 requesting continued funding for the Genesee County portion of the State of Michigan Safe Cities Initiative. I have reviewed the performance metrics with the Governor’s staff and am pleased to report continued funding for FY14 has been approved. It is clear, this joint partnership between the State of Michigan, Genesee County and the city of Flint has been very successful. Great credit goes to you and your staff for using these funds responsibly and productively toward the goal of making Flint and Genesee County a safer place to live.

I am unable to affirm the final allocation to include your request for additional personnel. Approval of these additional funds will have to be done at a later date. I can confirm, for budgeting purpose, the original amount from the 2012/2013 agreement. I would ask that you submit the details of this supplemental personnel appropriation at your earliest convenience.

Thank you again for your leadership on this effort. I know the Governor is pleased with the progress we are making toward enhanced public safety in Genesee County.

Sincerely,

Dan Heyns  
Director
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 Sheriff to approve the purchase of Tier II Manager software from IDSi International for use by the Local Emergency Planning Committee to monitor chemical and hazardous material reporting by facilities within the County, in the amount of $4,800.00, funded through Fund No. 450.4260.35005, is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated September 6, 2013, and supporting documentation being on file with the official records of the September 18, 2013, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIIF
ACT:ms
09-23-13
09-25-G05
TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, pursuant to the procedures mandated in this Board’s Resolution #08-05, certain departments have submitted funding requests and asserted justifications for overtime for the period of October 1, 2013, through October 31, 2013, such requests and asserted justifications appearing in the official records of the September 18, 2013, meeting of the Governmental Operations Committee of this Board; and

WHEREAS, said Committee, upon review and consideration of said requests and asserted justifications, has recommended certain funding for the overtime activities requested for funding, as above referenced, by the Departments and/or Divisions of Departments as listed on the following schedule.

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the sum of $78,962.00 is appropriated from General Fund Contingencies - Reserve for Overtime (Fund No. 101.00.00.9010.70075.000) and allocated as specified to the Overtime Account (No. 30055) of the respective departments as detailed below:

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**TOTAL** $78,962

to cover all anticipated overtime costs during the month of October 2013 in these departments.

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIIG
ACT: ms
09-23-13
09-25-G06  G06
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 Community Corrections to accept the Michigan Department of Corrections - Office of Community Alternatives Comprehensive Plans and Services Contract for FY13-14 in the amount of $473,767, and to enter into letters of agreement and subcontracts with vendors for the provision of the services described in the Contract is approved, and that the Chairperson is authorized to execute the Contract, the letters of agreement, and the subcontracts on behalf of Genesee County (a copy of the memorandum request dated September 12, 2013, and supporting documentation being on file with the official records of the September 18, 2013, meeting of the Governmental Operations Committee of this Board).

    GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIIH
ACT:ms
09-23-13
09-25-G07

G07
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 Community Corrections authorize the Michigan Prisoner Reentry contract extension for FY2013-2014, and authorize the related vendor subcontracts is approved, and that the Chairperson is authorized to execute the contract extension and subcontracts on behalf of Genesee County (a copy of the memorandum request dated September 12, 2013, and supporting documentation being on file with the official records of the September 18, 2013, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G091813VIII
ACT:ms
09-23-13
09-25-G08
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 the Genesee County Community Action Resource Department (“GCCARD”) to authorize the leasing of two Head Start buses to the Flushing and Montrose School Districts (one bus each) to transport Head Start and school district children to and from Head Start activities or school-related activities for the period August 19, 2013 through June 30, 2014 is approved, and the Chairperson and the Executive Director of GCCARD are authorized to execute the Personal Property Lease Agreement on behalf of Genesee County (a copy of the memorandum request dated September 11, 2013, and a copy of the Personal Property Lease being on file with the official records of the September 11, 2013, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H091113VIIB2
CDB:ms
09-23-13
09-25-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 requests by the Genesee County Health Officer to authorize overnight travel and attendance by Health Department employees as described below are approved (copies of the memorandum requests dated September 11, 2013, and supporting documentation being on file with the official records of the September 11, 2013, meeting of the Human Services Committee of this Board):

1. H091113VIIC1  Marcella Wright, to attend the Nurse Home Visitor training for the Nurse Family Partnership program, in Denver, CO, September 22-27, 2013, at a cost not to exceed $1,496.15, to be funded entirely by the MDCH grant, by fund no. 6140-46495;

2. H091113VIIC2  Dawn Scharer, Healthy Start Coordinator, and Shannon Brownlee, Community Health Analyst, to attend the CityMatCH Urban Maternal and child Health Leadership Conference, in Savannah, GA, October 15-17, 2013, at a cost not to exceed $2,072.07, which includes airfare, lodging, registration, ground transportation and meals for one employee and ground transportation and meals for the scholarship recipient, to be funded entirely by the Healthy Start training budget, fund no. 221.00.00.6090; and
3. H091113VIIC3  One Hearing and Vision Health Technician to attend state mandated training in Wayne, MI, October 14-25, 2013, at a cost not to exceed $947.90, to be funded by fund no. 6240-46495.

HUMAN SERVICES COMMITTEE

H091113VIIC1, 2 & 3
CDB:ms
09-23-13
09-25-H02  H02
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 Senior Services Director to authorize amendment of the Swartz Creek Senior Center FY 2012-13 budget as described below, is approved (a copy of the memorandum request dated September 3, 2013, being on file with the official records of the September 11, 2013, meeting of the Human Services Committee of this Board):

**Reduce Programming from $21,200 to $18,200** - difference of $3,000 to increase operations and equipment.

**Increase Operations from $45,989 to $47,989** – difference of $2,000 to increase the following line items: insurance, printing, and newsletter.

**Increase Equipment from $0 to $1,000** to purchase a computer that would include a monitor, operating system, and software

HUMAN SERVICES COMMITTEE

H091113VIID1
CDB:ms
09-23-13
09-25-H03
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 Senior Services Director to authorize travel by the Carman-Ainsworth Senior Center staff for FY 2013/14, is approved (a copy of the memorandum request dated September 3, 2013, being on file with the official records of the September 11, 2013, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H091113VIID2
CDB:ms
09-23-13
09-25-H04

H04
TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, Genesee Shiawassee Michigan Works! has been requested to agree to extend the currently existing services contracts for 90 days pending resolution of the appeal/s by unselected vendor/s in the recent procurement process, and any further investigation of the complaint/s.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby tentatively approves and authorizes the submission by Genesee Shiawassee Michigan Works! Inc. to the Michigan Department of Energy, Labor and Economic Growth, Office of Workforce Development the following Training Plans for Program Year 2013-2014, said approval contingent on the approval by the Genesee Shiawassee Michigan Works! Board of the agreement described in paragraph 1 of this Resolution:

For Program Year October 1, 2013 – September 30, 2014
Allocation $8,481,670.00

(a copy of the memorandum request and referenced training plans being on file with the official records of the September 11, 2013 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized and directed to sign said training plans on behalf of this Board.

BE IT FURTHER RESOLVED, that if the Genesee Shiawassee Michigan Works! Board fails to approve the 90 day extension for current vendors at its meeting to be held Thursday, September 26, 2013, then the approval and authorization by this
Board is retroactively rescinded, and an additional meeting of this Board of Commissioners shall be scheduled for Monday, September 30, 2013, at 9:00 a.m. to discuss the requested approval of the Training Plans.

HUMAN SERVICES COMMITTEE

H091113VIIA1
CDB/ms
09-23-13
09-25-H05
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 September 18, 2013, by the Public Works Committee of this Board approving the Clerk/Register’s request to authorize the acceptance of the FY2013-14 VOCA grant from the Crime Victim Services Commission in the amount of $80,312.00, and that the execution of the grant agreement by the Board Chairperson on behalf of Genesee County is also ratified (a copy of the memorandum request dated August 26, 2013, and supporting documentation being on file with the official records of the September 18, 2013, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P091813VIA
ACT:ms
09-23-13
09-25-P01

P01
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 Building & Grounds Supervisor to approve a contract for waste removal and recycling services with Republic Services of Flint, arising out of IFB #13-016, at a cost of $32,406.60, is approved, and that the Chairperson is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated September 12, 2013, and a copy of the contract being on file with the official records of the September 18, 2013, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P091813VIB
ACT:ms
09-23-13
09-25-P02
Resolution

WHEREAS, it is a pleasure to pay special tribute to the Genesee County Parks & Recreation Commission Red Frog Events’ Warrior Dash; and

WHEREAS, the Genesee County Parks & Recreation Commission hosted Red Frog Events’ Warrior Dash on July 27 and July 28, 2013. The Genesee County location is the fastest selling event that Red Frog Events holds around the world; in fact, Red Frog Events has signed on to hold their event for an additional year at the E. A. Cummings Event Center citing:

"We typically do not sign multi-year agreements but because the team at Genesee County Parks has been so great to work with, and our participation levels have consistently risen; we decided to make an exception." Michael Coco, Admiral of Adrenaline, Red Frog Events, LLC.

WHEREAS, forty-four states and four countries were represented with 515 participants from Canada, one from the United Kingdom, one from Mexico and three FPO (associated with Navy Installations and ships). Participants from 5,534 different zip codes around the world took part in this unique running/obstacle event; and

WHEREAS, the economic benefit is estimated to be $4,501,293, which is the equivalent of 156 full-time jobs for the 2012 event and $4,875,392, the equivalent of an increase of 166 full-time jobs in 2011.

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Brenda Clack, supported by Commissioner Jamie W. Curtis, does hereby loud, applaud and congratulate:

GENESEE COUNTY PARKS & RECREATION COMMISSION
RED FROG EVENTS’ WARRIOR DASH

for their contributions and commitment to enhance the positive image of Genesee County

JAMIE W. CURTIS, CHAIRPERSON
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

OMAR A. SIMS, DISTRICT 1
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

JOHN NORTHUP, DISTRICT 4
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

TONY BROWN, DISTRICT 6
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

PEGG ADAMS, DISTRICT 9
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

COUNTY OF GENESEE
STATE OF MICHIGAN

I do hereby certify that the foregoing resolution was adopted by unanimous vote at a meeting of the Board of Commissioners of the County of Genesee, State of Michigan, this month of September, 2013 A.D.

JOHN J. GLEASON, CLERK/REGISTER
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN
Proclamation

WHEREAS, the National POW/MIA Recognition Day honors those still missing from our Nation's past wars and conflicts and those who made the ultimate sacrifice and whose remains have not yet been recovered and returned home; and

WHEREAS, there are currently 83,000 Americans listed as missing and unaccounted for going back to the second World War; and

WHEREAS, on the 20th day of September, 2013 a service and vigil at Bluebell Beach will be held at the Reflections Monument, which marks the spot where a traveling Vietnam Veterans memorial was displayed four times;

WHEREAS, on the 21st day of September, 2013, a POW/MIA Remembrance Service will be held at the Great Lakes National Cemetery in Holly, Michigan honoring the prisoners of war/missing in action; and

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Ted Henry, supported by Commissioner Jamie W. Curtis, does hereby proclaim the 20th day of September, 2013:

NATIONAL POW/MIA RECOGNITION DAY

[Signatures]

JAMIE W. CURTIS, CHAIRPERSON
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

TED HENRY, VICE-CHAIRPERSON
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

OMAR A. SIMS, DISTRICT 1
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

BRENDA CLACK, DISTRICT 2
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

JOHN H. THRUP, DISTRICT 4
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

MARK YOUNG, DISTRICT 5
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

TONY BROWN, DISTRICT 6
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

ARCHIE BAILEY, DISTRICT 7
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

PEGGE ADAMS, DISTRICT 9
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

COUNTY OF GENESEE
STATE OF MICHIGAN

I do hereby certify that the foregoing proclamation was adopted by unanimous vote at a meeting of the Board of Commissioners of the County of Genesee, State of Michigan, this month of September 2013, A.D.

JOHN J. GLEASON, CLERK/REGISTER
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN
WHEREAS, the Prince Hall Grand Lodge of Free and Accepted Masons has continued to provide exemplary acts of leadership and patriotism to the people of and for Genesee County; and

WHEREAS, society has greatly benefited by the beneficent services to God, County and the people of Genesee County; and

WHEREAS, on the 15th day of September, 2013, a celebration and observance of Prince Hall Americanism Day is being observed in gratitude to the Prince Hall Grand Lodge of Free and Accepted Masons and in recognition of their continued service to the people of Genesee County; and

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Jamie W. Curtis, supported by Commissioner Mark Young, does hereby proclaim the 15th day of September, 2013:

Prince Hall Americanism Day

JAMIE W. CURTIS, CHAIRPERSON   MARK YOUNG, DISTRICT 5
BOARD OF COMMISSIONERS   BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN   GENESEE COUNTY, MICHIGAN

COUNTY OF GENESEE)   STATE OF MICHIGAN)

I do hereby certify that the foregoing proclamation was adopted by unanimous vote at a meeting of the Board of Commissioners of the County of Genesee, State of Michigan, this month of September 2013, A.D.

JOHN J. GLEASON, CLERK/REGISTER
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN