

EM SUBMISSION NO.: EME4232014.1

PRESENTED: 8-5-14

ADOPTED: 8-6-14

**AMENDED RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF GENESEE AND THE OFFICE OF THE SHERIFF AND THE  
CITY OF FLINT**

**BY THE EMERGENCY MANAGER:**

Through the attached Memorandum of Understanding, the Genesee County Sheriff assigns Special Deputy Marcus Mahan of the City of Flint Police Department to perform internal investigations as directed by the Emergency Manager; and

The duration of this Memorandum of Understanding is not to exceed nine (9) months or 1,560 hours, and shall commence July 23, 2014; and

The City of Flint shall compensate Genesee County for this assignment at an hourly rate of \$30.352, plus a two percent (2%) administrative fee, to be invoiced and paid on a bi-weekly basis from appropriated funds in line item 591-540.100-801.000, Professional Services. Additionally, the City further agrees to submit to Genesee County on a bi-weekly basis the Record of Hours form, attached hereto, for calculation of payment by Genesee County to Special Deputy Mahan; and

The City of Flint agrees to provide professional liability and automobile insurance coverages for Special Deputy Mahan for the duration of this assignment.

**IT IS RESOLVED** that the Emergency Manager hereby authorizes the Memorandum of Understanding between the County of Genesee and the Office of the Sheriff and the City of Flint, attached hereto and made a part hereof, pursuant to the parameters set forth in the Memorandum of Understanding. During this assignment, Genesee County shall be compensated at an hourly rate of \$30.352, plus a two percent (2%) administrative fee, which shall be invoiced and paid on a bi-weekly basis from appropriated funds in line item 591-540.100-801.000, Professional Services. Further, this Memorandum of Understanding shall commence July 23, 2014, and shall not exceed nine (9) months or 1,560 hours.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

  
\_\_\_\_\_  
Gerald Ambrose, Finance Director

**EM DISPOSITION:**

ENACT

REFER TO COUNCIL \_\_\_\_\_

FAIL \_\_\_\_\_

  
\_\_\_\_\_  
Darnell Earley, Emergency Manager

DATED: 8-6-14

EM SUBMISSION NO.: EME 4232014

PRESENTED: 7-31-14

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF GENESEE AND THE OFFICE OF THE SHERIFF AND  
THE CITY OF FLINT**

**BY THE EMERGENCY MANAGER:**

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The duration of this Memorandum of Understanding is not to exceed nine (9) months, and shall commence July 23, 2014; and

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The City of Flint agrees to provide professional liability and automobile insurance coverages for Special Deputy Mahan for the duration of this assignment.

**IT IS RESOLVED** that the Emergency Manager hereby authorizes the Memorandum of Understanding between the County of Genesee and the Office of the Sheriff and the City of Flint, attached hereto and made a part hereof, pursuant to the parameters set forth in the Memorandum of Understanding. During this assignment, Genesee County shall be compensated at an hourly rate of \$30.352, plus a two percent (2%) administrative fee, which shall be invoiced and paid on a bi-weekly basis from appropriated funding identified by the Emergency Manager.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Gerald Ambrose, Finance Director

**EM DISPOSITION:**

ENACT   *✓*  

REFER TO COUNCIL \_\_\_\_\_

FAIL \_\_\_\_\_

\_\_\_\_\_  
Darnell Earley, Emergency Manager

DATED: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF GENESEE and the OFFICE OF THE SHERIFF  
(the "County") AND THE CITY OF FLINT (the "City")  
(collectively, the "Parties")

Whereas, by letter dated July 26, 2014, to Sheriff Robert Pickell from City of Flint Police Chief James W. Tolbert, Chief Tolbert requested assignment of a Special Deputy to the City of Flint for an internal investigation; and

Whereas the Office of the Sheriff has the authority and ability to make such an assignment; and

Whereas the Parties desire to enter into this Memorandum of Understanding ("MOU") defining the terms of such assignment.

Now, therefore, the Parties agree as follows:

1. The Office of the Sheriff hereby assigns to the City of Flint Police Department Special Deputy Marcus Mahan for the purpose of performing an internal investigation or investigations as directed by Emergency Manager Darnell Earley for a period not to exceed 9 months, commencing July 23, 2014.
2. The City agrees to compensate Genesee County for this assignment at a rate of \$30.352 per hour, plus a 2% administration fee, to be invoiced and paid on a bi-weekly basis. The City further agrees to submit to the County on a bi-weekly basis Attachment A to this MOU, Record of Hours Form, for calculation of payment by the County to Special Deputy Mahan.
3. All documents, information, reports and other records prepared or generated by the Special Deputy during his assignment to the City are the property of the City.
4. Either party may terminate this MOU upon 5 days written notice; provided, however, that the City must pay the County for all work performed through the effective date of the termination.
5. It is understood that the Special Deputy is an independent contractor and not a County employee. No provision of this agreement shall be construed as creating an employer-employee relationship.
6. The City agrees to provide professional liability and automobile insurance coverages for Special Deputy Mahan for the duration of his assignment to the

City of Flint Police Department. Proof of said insurances shall be provided to the Genesee County Risk Manager within 10 days of approval of this MOU.

7. The City agrees to indemnify and hold harmless the County of Genesee and the Sheriff for any claims or actions arising from activity related to this Special Deputy assignment.
8. Any modifications to this MOU must be in writing, must be approved by each party, and must be signed by the persons authorized to execute contractual amendments.
9. This MOU 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.

CITY OF FLINT

  
Darnell Earley, Emergency Manager

Date 8-11-14

COUNTY OF GENESEE

\_\_\_\_\_  
Jamie W. Curtis, Chairperson

Date \_\_\_\_\_

\_\_\_\_\_  
Sheriff Robert J. Pickell

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Celeste D. Bell  
Corporation Counsel