

AMENDMENT No. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is between **GENESEE COUNTY**, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF VIENNA**, acting through its Board of Trustees, 3400 West Vienna Road, Clio, Michigan 48420 (the "Township"), ("County" and "Sheriff", and "Township" collectively, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective January 1, 2023 (the "Agreement"), pursuant to which the County, through the Office of the Genesee County Sheriff, agreed to assign eight (8) full-time certified police officers (one acting as a School Resource Officer ("SRO") for the Clio Area School District) and one (1) full-time Lieutenant to Vienna Township, to provide police services to the agency, as well as assist in the preparation of, and training for, emergency preparedness plans (the "Services"); and

WHEREAS, the Parties previously amended the Agreement to reflect the addition of one additional SRO for the Clio Area School District and to provide for amended budgetary amounts related to that additional SRO; and

WHEREAS, the Parties now wish to amend the Agreement to provide for the specific amount owed under Paragraph 9(f).

NOW THEREFORE, the Parties agree as follows:

1. Paragraph 9(f) of the Agreement is amended and restated in its entirety as follows:

The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township, for the actual time period that officer is on assignment to the Township.

For the period commencing January 1, 2023, through September 30, 2023, the Parties agree that the Township shall pay the County a total of \$10,114.34 for the accrued vacation benefits, said total consisting of \$7,103.88 for the road patrol police officers and \$3,010.46 for the SRO.

For the period commencing October 1, 2023, through September 30, 2024, the Parties agree that the Township shall pay the County a total of \$15,886.06 for the accrued vacation benefits, said total consisting of \$10,131.89 for the road patrol police officers and \$5,754.17 for the SRO.

2. The remaining terms of the Agreement remain unchanged and in full effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives.

COUNTY OF GENESEE

CHARTER TOWNSHIP OF VIENNA

James Avery, Chairperson
Board of County Commissioners

Joseph A. Rizk, Supervisor

Date: _____

Date: _____

Christopher R. Swanson, Sheriff

Cynthia J. Bryan, Clerk

Date: _____

Date: _____