

GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

AGENDA

March 4, 2019

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

Pages

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES** 2
Minutes of Meeting Dated: February 4, 2019
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4. **REPORTS**
5. **CALL TO THE PUBLIC**
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7. **DISCUSSION**
 - 7.1 **Recording Board of Commissioner Meetings**
Request the Chairman of the Board of Commissioners to appoint a Special Committee to investigate recording the Board of Commissioners' meetings for public access.
8. **CALL TO THE PUBLIC**
9. **ADJOURNMENT**

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

February 4, 2019, 7:30 PM
304 E. Grand River, Board Chambers, Howell MI 48843

Present:

R. Bezotte, William Green , G. Childs, Wes Nakagiri

1. CALL TO ORDER

The meeting was called to order by Commissioner Childs at 7:30 pm.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: January 7, 2019

Motion to approve the minutes as presented.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By W. Green

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

4. REPORTS

None.

5. CALL TO THE PUBLIC

None.

6. RESOLUTIONS FOR CONSIDERATION

6.1 Animal Shelter

Resolution to Dissolve the Animal Shelter Coordinator Position and Create a Full Time Animal Shelter Assistant Position

Christy Peterson addressed the Committee. She explained the lack of need for the Coordinator Position due to the fact that Animal Control has moved under the Sheriff's Department. Remaining monies will be used for community outreach and their "Be a Buddy not a Bully campaign."

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.2 Emergency Medical Services

Resolution to Authorize Starting Pay for EMT, Advanced EMT and Paramedic Policy

Jeff Boyd, EMS Director, advised the Committee of the need for recruitment and retention. Competition is much stiffer now than it was 20 years ago. Discussion took place regarding costs involved with overtime, etc.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (3): R. Bezotte, W. Green , and G. Childs

No (1): W. Nakagiri

Motion Carried (3-1-0)

6.3 Emergency Medical Services

Resolution Authorizing Capital Expenditure and Supplemental Appropriation for the Purchase of (2) Type III Medix Ambulances for the EMS Department

Jeff Boyd addressed the Committee regarding this Resolution.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.4 LETS

Resolution Authorizing FY 2020 Specialized Services Contract between the Michigan Department of Transportation and the County of Livingston

Greg Kellogg, LETS Director, appeared before the Committee to explain the disposition of the funding and answered Commissioner's questions.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.5 LETS

Resolution of Intent to Apply for State Financial Assistance for Fiscal Year 2020 Under Act 51 of the Public Acts of 1951, as Amended

LETS Director, Greg Kellogg, elucidated the application process involved with the Grant, the requested funding and programs involved. Discussion took place regarding fares charged and discounts available for seniors and the disabled.

Mr. Kellogg advised that the Transportation Study would be presented at an Open House on February 19th at Cleary University, with the final version being presented in March.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

7. CALL TO THE PUBLIC

None.

8. ADJOURNMENT

Motion to adjourn the meeting at 8:34 p.m.

Moved By W. Nakagiri

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

Respectfully submitted by:

Carol Sue Jonckheere,
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Establishing Compensation for Members of the Board of County Canvassers – County Clerk

WHEREAS, some members of the Board of County Canvassers requested an increase in their compensation while canvassing the 2018 November General Election; and

WHEREAS, the current compensation has not been increased since it was established on December 1, 1986 and took effect on January 1, 1987; and

WHEREAS, Public Act 614 of 2018 signed by Governor Snyder on December 28, 2018 and effective on March 28, 2019 requires the county board of commissioners to consult with the county clerk to determine compensation for the board of county canvassers and any assistants employed by the county board of canvassers; and

WHEREAS, the canvassers often work 8 (eight) or more hours per day when canvassing an election; and

WHEREAS, the Livingston County Clerk is recommending compensation for members of the Board of County Canvassers as follows:

Per Diem rate of \$40 for 4 (four) hours or less per day;
Per Diem rate of \$70 for over 4 (four) hours per day;
Mileage reimbursement at the applicable current IRS standard mileage rate; plus
Meal reimbursement when convened for more than 4 (four) hours.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approve the compensation being recommended by the Livingston County Clerk for the members of the Board of County Canvassers.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize a Budget Amendment, if required, to effectuate this change for Fiscal Year 2019.

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MOVED:
SECONDED:
CARRIED:



ELIZABETH HUNDLEY LIVINGSTON COUNTY CLERK

County Clerk
200 E. Grand River Ave.
Howell, MI 48843
Phone: (517) 546-0500
countyclerk@livgov.com

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, MI 48843
Phone: (517) 546-9816
wclerks@livgov.com

To: Livingston County Board of Commissioners
From: Elizabeth Hundley, Livingston County Clerk
Date: February 25, 2019
Re: Compensation for Members of the Board of County Canvassers

The compensation paid to the four members of the Board of County Canvassers is currently a daily per diem rate for meetings and training of \$35, mileage at the applicable Livingston County mileage rate, and meals when working a full day. The per diem rate has not been adjusted since it took effect on January 1, 1987.

Governor Snyder signed legislation on December 28, 2018 creating Public Act 614 of 2018 that will take effect on March 28, 2019. This law requires the county board of commissioners to consult with the county clerk to determine compensation for the board of county canvassers and any assistants employed by the county board of canvassers.

The timing of this mandate works well as some Board members requested an increase in their compensation during the 2018 November General Election canvass.

My recommended compensation for the members of the County Board of Canvassers is based on several factors. These factors include:

- Review of approved resolutions setting per diem rates for other election related workers (see Resolution 2013-12-377 and Resolution 2016-12-195).
- The fact that the current resolution allows a payment of \$70 per day for attendance of more than one meeting (see Resolution No: 1286-297).
- Research of what comparable counties are paying.

I believe my recommendation is fair and reasonable. This recommendation has the approval of our current Board chairperson and vice-chairperson.

If you have any questions regarding this matter, please do not hesitate to contact me.

Act No. 614
Public Acts of 2018
Approved by the Governor
December 28, 2018
Filed with the Secretary of State
December 28, 2018
EFFECTIVE DATE: March 28, 2019

**STATE OF MICHIGAN
99TH LEGISLATURE
REGULAR SESSION OF 2018**

Introduced by Rep. Moss

ENROLLED HOUSE BILL No. 4734

AN ACT to amend 1954 PA 116, entitled “An act to reorganize, consolidate, and add to the election laws; to provide for election officials and prescribe their powers and duties; to prescribe the powers and duties of certain state departments, state agencies, and state and local officials and employees; to provide for the nomination and election of candidates for public office; to provide for the resignation, removal, and recall of certain public officers; to provide for the filling of vacancies in public office; to provide for and regulate primaries and elections; to provide for the purity of elections; to guard against the abuse of the elective franchise; to define violations of this act; to provide appropriations; to prescribe penalties and provide remedies; and to repeal certain acts and all other acts inconsistent with this act,” by amending sections 23, 24e, 28, 821, 822, and 830 (MCL 168.23, 168.24e, 168.28, 168.821, 168.822, and 168.830), section 23 as amended by 2012 PA 417, section 821 as amended by 2003 PA 302, and section 822 as amended by 2013 PA 51, and section 830 as amended by 2018 PA 341, and by adding sections 668b and 824a; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 23. (1) The chief or only judge of probate of the county or probate court district, the county clerk, and the county treasurer shall constitute a board of county election commissioners for each county. The chief or only judge of probate of the county or probate court district and the county clerk shall act respectively as chairperson and secretary of the board. In the absence or disqualification of the county clerk from any meeting of the board of county election commissioners, the board may select 1 of the county clerk's deputies to act in the county clerk's place. In the absence or disqualification of any member of the board of county election commissioners other than the county clerk, the members of the board who are present shall appoint the county prosecuting attorney, county sheriff, or register of deeds in the absent or disqualified member's place, and the appointed county officer, on being notified, shall attend without delay and act as a member of the board.

(2) If a member of the board is involved in the recall of an officer, either by assisting in the preparation of the petition for recall or by being an officer whose recall is sought, then the member of the board is disqualified with respect to any determination under section 952 and must be replaced as provided in this section.

Sec. 24e. (1) The board shall meet as necessary to transact their business, and during the month of January in each even numbered year elect 1 of their members chairperson and 1 as vice-chairperson. Any 3 members constitute a quorum, but no action becomes effective unless 1 member from each political party represented concurs in the action.

(2) The county clerk is the clerk of the board of county canvassers. The county clerk may employ any assistants as are necessary to adequately perform the duties of the board. The payment for the assistants must be in amounts authorized by the county clerk and must be paid from an appropriation made for that purpose by the county board of commissioners before the canvass.

Sec. 28. Members of the various boards of election commissioners and any other person charged with duties in connection with the conduct of primaries, elections, canvassing of returns, and recounts must receive compensation as is determined by the legislative body of this state, the county, the city, the township, or the village, as applicable. The county board of commissioners shall consult with the county clerk to determine the compensation for the board of county canvassers and any assistants employed by the county board of canvassers.

Sec. 668b. (1) Each city or township shall use the electronic poll book software developed by the bureau of elections in each election precinct in the city or township on election day to process voters and generate election precinct reports.

(2) Except as otherwise provided in subsection (3), after 4 p.m. on the day before an election, each city or township clerk shall download the electronic poll book software from the qualified voter file software.

(3) In a city or township with more than 50 election precincts, the city or township clerk may begin downloading the electronic poll book software from the qualified voter file software after 2 p.m. on the Saturday before an election. If a city or township clerk downloads the electronic poll book software from the qualified voter file software before 4 p.m. on the day before an election as provided in this subsection, the city or township clerk must provide a supplemental absent voter list to each election precinct before the polls open on election day that captures any absent voter activity in the city or township between 2 p.m. on the Saturday before the election and 4 p.m. on the Monday before the election.

Sec. 821. (1) Except as provided in subsection (2), the board of county canvassers shall meet at the office of the county clerk no later than 9 a.m. on the Thursday after any election held in the county. The county clerk or the county clerk's staff shall determine the meeting date and time for the board of county canvassers.

(2) If, at an election held on the May regular election date, a ballot question appears on the ballot concerning an authorized millage that is subject to a millage reduction as provided in section 34d of the general property tax act, 1893 PA 206, MCL 211.34d, the board of county canvassers shall meet to canvass and certify the results of the vote on that proposition after May 31 and before June 15 following the election.

Sec. 822. (1) The board of county canvassers shall then proceed without delay to canvass the returns of votes cast for all candidates for offices voted for and all questions voted on at the election, according to the precinct returns filed with the probate judge or presiding probate judge by the several city and township clerks, or in case of local elections according to the precinct returns filed with the county clerk, and must conclude the canvass at the earliest possible time and in every case no later than the fourteenth day after the election.

(2) If the board of county canvassers fails to certify the results of any election for any officer or proposition by the fourteenth day after the election as provided, the board of county canvassers shall immediately deliver to the secretary of the board of state canvassers all records and other information pertaining to the election. The board of state canvassers shall meet immediately and make the necessary determinations and certify the results within the 10 days immediately following the receipt of the records from the board of county canvassers. The cost of the canvass must be borne by the county involved.

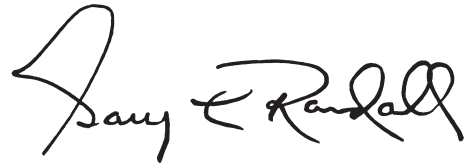
Sec. 824a. In any statement prepared under section 824, the board of county canvassers shall disclose the number of out-of-balance precincts that were not reconciled during the county canvass process.

Sec. 830. Each county clerk must receive reasonable compensation for services performed under this act as is allowed by the county board of commissioners, which compensation must be paid out of the treasury of the county.

Enacting section 1. Sections 24f and 24h of the Michigan election law, 1954 PA 116, MCL 168.24f and 168.24h, are repealed.

Enacting section 2. This amendatory act takes effect 90 days after the date it is enacted into law.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved

Governor

RESOLUTION

NO: 1286-297

LIVINGSTON COUNTY

DATE: December 1, 1986

ESTABLISH COMMISSIONER COMPENSATION AND MILEAGE REIMBURSEMENT AS OF 1-1-87.

WHEREAS, the Board of Commissioner compensation has remained the same since January 1, 1981; and

WHEREAS, the Board of Commissioners is empowered to determine its own compensation and desires to establish same effective January 1, 1987;

THEREFORE, BE IT RESOLVED, that beginning January 1, 1987, members of the Board of Commissioners shall receive a flat salary payable bi-weekly as stated below.

BE IT FURTHER RESOLVED, that the salaries for members of the Board of Commissioners shall be \$11,000 per year, except:

The Chairperson of the Board of Commissioners shall receive \$13,000 per year;

The Vice-Chairperson of the Board of Commissioners shall receive \$11,500 per year;

BE IT FURTHER RESOLVED, that each Livingston County Commissioner shall receive a \$35.00 per meeting payment when he/she is appointed to a board and/or agency by the County Board of Commissioners in addition to the above-stated salary, provided that such a payment is not prohibited by the specific statute in question.

BE IT FURTHER RESOLVED, that each commissioner may receive a per meeting payment in the amount of \$35.00 per meeting for meetings of other boards, agencies, committees, or functions attended on County business at the prior direction of the Chairperson of the Board of Commissioners or at the prior direction of the full Board of Commissioners.

BE IT FURTHER RESOLVED, that no commissioner shall receive a per meeting payment for attending Board of Commissioner meetings or committee meetings of the Board.

BE IT FURTHER RESOLVED, that a commissioner may receive up to, but not more than \$70.00 per day for attendance at meetings as stated above, provided that the two meetings attended are separate boards, agencies, committees or functions and not the same board, committee, agency or function holding two meetings in one day.

BE IT FURTHER RESOLVED, that all prior resolutions of this Board are repealed to the extent inconsistent with this resolution, effective January 1, 1987.

Moved: *Rogers*
Supported: *Chapens*
Carried: *4/0*

RESOLUTION

NO: 2013-12-377

LIVINGSTON COUNTY

DATE: December 16, 2013

**RESOLUTION TO APPROVE THE PAYMENT OF A PER DIEM TO NON-EMPLOYEE
ELECTION NIGHT WORKERS – COUNTY CLERK**

WHEREAS, The Livingston County Clerk would like to pay non-employee election night workers a per diem; and

WHEREAS, the election night workers are appointed by the Livingston County Election Commission; and

WHEREAS, this is an intermittent and late night responsibility; and

WHEREAS, the Livingston County Clerk is recommending that fair compensation would be:

Per Diem for four (4) hours or less	\$60.00
Per Diem for over four (4) hours	\$120.00

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners approve the payment of a per diem for non-employee election night workers at the recommended pay.

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MOVED: Commissioner Lawrence

SECONDED: Commissioner Green

CARRIED: 9-0-0

RESOLUTION

NO: 2016-12-195

LIVINGSTON COUNTY

DATE: December 7, 2016

**RESOLUTION TO APPROVE THE PAYMENT OF A PER DIEM FOR TEMPORARY
EMPLOYEE ELECTION RECOUNT WORK – COUNTY CLERK / GENERAL GOVERNMENT /
FINANCE / BOARD**

WHEREAS, the Livingston County Clerk is preparing for a recount of the 2016 Presidential election and wishes to establish per diem rates that will fairly compensate this election recount work; and

WHEREAS, hours of work are expected to be from approximately 8:30 AM to 7 PM Monday through Saturday, and 11:30 AM to 8 PM on Sunday.

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners approves payment of a per diem for temporary employee election recount work at the following rate:

Per Diem for five (5) hours or less	\$60.00
Per Diem for over five (5) hours	\$125.00

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MOVED: Commissioner Griffith

SECONDED: Commissioner Dolan

CARRIED: 9-0-0



ELIZABETH HUNDLEY LIVINGSTON COUNTY CLERK

County Clerk
200 E. Grand River Ave.
Howell, MI 48843
Phone: (517) 546-0500
countyclerk@livgov.com

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, MI 48843
Phone: (517) 546-9816
wclerks@livgov.com

BOARD OF CANVASSERS' COMPENSATION SURVEY

JANUARY 2019

County	Per Diem	Mileage paid	Meals paid	Parking	Training
Livingston	\$35/day	Yes	Yes	NA	Yes
Allegan	\$50/half day \$90/day	Yes	No	NA	Yes
Genesee	\$35/half day \$70/day	Yes	Yes – full day	Yes	Yes
Ingham	\$60/day*	No	Yes	NA	Yes-if allowed/suggested by County
Jackson	\$35/half day (3 HR or less)	Yes	No	No	Yes
Oakland	\$15/HR Board \$13/HR Assists	Yes	No	No	Yes
Ottawa	\$40/half day \$70/day	Yes	Yes	NA	Yes
Washtenaw	\$25/meeting	No	Yes	Yes	Yes
Wayne	\$25/day	Yes	No	When applicable	Yes

* Current pay, exploring an hourly rate.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing an Agreement with the Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) to Provide Funding to Comply with the Michigan Indigent Defense Act, Public Act 214 of 2018 - Public Defender

WHEREAS, with this agreement, Livingston County will be provided funding to assist with compliance of the Michigan Indigent Defense Act; and

WHEREAS, consistent with the Act, an indigent criminal defense system shall be in compliance with the minimum standards established by the MIDC, specifically standards 1 through 4, within 180 days after receiving funds; and

WHEREAS, Contingent upon the terms of the agreement which include the timely submission of quarterly Financial Status Reports (FSRs), reporting of progress on compliance with standards 1-4, and participation in follow up and evaluation activities, Livingston County will receive \$473,484 in grant funds in accordance with the payment schedule detailed in the agreement; and

WHEREAS, the local contribution from Livingston County for this grant period is \$916,689, which has been included in the 2019 Approved Operating Budget.

WHEREAS, the total authorized budget for this grant is \$1,390,173 which consists of the \$473,484 of Grant Funds and \$916,689 of local contribution from Livingston County for the grant period of October 1, 2018 to September 30, 2019; and

WHEREAS, Country Administration and the Public Defender Administrator have reviewed the Grant Contract Agreement and recommend approval to the Board.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement for the acceptance of \$473,484 in funding from the Michigan Indigent Defense Commission to assist with the compliance of the Michigan Indigent Defense Act to provide indigent criminal defense services through September 30, 2019.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign all forms, assurances, contracts/agreements, and future amendments and renewals for contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendments/transfers to effectuate the above award.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF ADMINISTRATION

304 E. Grand River Ave., Ste. 202, Howell, MI 48843
Phone 517-540-8745 Fax
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Jim VerPloeg, Public Defender Administrator
Date: 2/28/2019
Re: MIDC Grant Contract Approval Request

The attached Grant Contract is between the MIDC and Livingston County. The purpose of the Grant is to provide funding to assist Livingston County with compliance with MIDC standards 1 through 4, relating to the provision of indigent criminal defense services previously approved by LARA.

The total amount of the Grant is \$1,390,173, with a State Grant amount of \$473,484 and a local contribution of \$916,689. This covers the grant period of October 1, 2108 to September 30, 2019.

This resolution authorizes the entry of an agreement for the acceptance of \$473,484 in funding from the MIDC to provide indigent criminal defense services through September 30, 2019.

If you have any questions regarding this matter, please contact me.

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Livingston County

GRANTEE/ADDRESS:

Donald Parker
Chairperson, Livingston County Board of Commissioners
304 E. Grand River Ave., Suite 202
Howell, MI 48843
517-546-3669

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square, 3rd Floor
Lansing, MI 48933
517-657-3066
866-291-0874

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: \$1,390,173.00

State Grant Contribution:	\$473,484.00
Local Share Contribution:	\$916,689.00

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048182

GRANT

This is Grant #2019-76 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Livingston County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act, as amended effective 12/23/18 by Public Act 214 of 2018.

1.1 Definitions

- A. Budget means a detailed statement consistent with the Grantee's approved Cost Analysis outlining estimated costs to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the categories in Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the first four minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission created pursuant to the MIDC Act.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Grantee agrees to undertake, perform and complete the services described in their approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, created by Public Act 93 of 2013, MCL 780.991 *et seq.*, as amended (the Act), specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate process described in the Act, which controls or supersedes any term in this Agreement. Consistent with the Act, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget, except as set forth in section 1.3(E).
- D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by Commission staff, but must be reported quarterly in the next financial status report. A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by Commission staff. Any substantial change to a local system's compliance plan requires prior staff and Commission approval. A "substantial change" is a change to the compliance plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan. Commission staff shall respond to the budget adjustment request within 30 days of receipt.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$473,484.00. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2019
25% disbursement – August 15, 2019 (final payment).

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.4 of this document. The financial status report must indicate grant funds received to date, expenditures to date and be supported by documentation of those expenditures; such as computer printouts of accounts, general ledger sheets, balance sheets, etc. Backup documentation such as computer printouts of accounts, ledger sheets, invoices, etc. shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly financial status report (FSR) and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report – January 15, 2019
2nd FSR and compliance report – April 30, 2019
3rd FSR and compliance report – July 30, 2019
Final FSR and compliance report – October 31, 2019

Grantee may submit its FSRs utilizing financial data as of the quarter ending dates of March 31, June 30, September 30 and December 31.

1.5 Monitoring and Reporting Program Performance

A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly progress reports on compliance with the standards and participate in follow up and evaluation activities. In response to the narrative reporting questions, the progress report will contain a description on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from the approved Compliance Plan which should be brought to the attention of the Grantor. The grantee will use its best efforts to complete the Compliance Reporting template provided by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted MIDC fund and included in the quarterly financial status reports. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets

and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.3 Failure to Comply and Termination

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, , for State approved Grant Responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11), as amended effective 12/23/18.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.5 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.6 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. The MIDC may provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the grant and Commission policies. This Grant Agreement supersedes all terms of MIDC guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by signed agreement between the parties.

4.7 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

4.8 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013, as amended 12/23/18. The dispute will be referred to the parties' respective Grantors or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

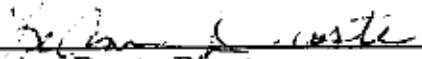
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

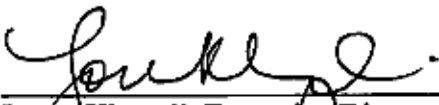
5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs

12-3-18
Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

12/3/18
Date


Donald Parker, Chairperson, Board of Commissioners
Livingston County

Date

GRANT NO. 2019-76

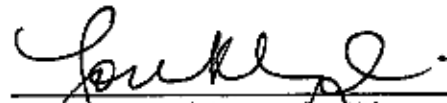
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The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs

12-3-18
Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

12/3/18
Date

Donald Parker, Chairperson, Board of Commissioners
Livingston County

Date

GRANT NO. 2019-76

ATTACHMENT A

COMPLIANCE PLAN NARRATIVE

Briefly describe the indigent defense delivery system(s) – contract, assigned counsel, or public defender – that the funding unit(s), for which this application is being considered, employed to deliver services before the MIDC Act took effect (July 1, 2013).

This funding unit contracts with a non-affiliated group of private attorneys who are paid a fixed amount of money per case assignment for adult indigent defendants in criminal proceedings.

Generally, how does the system(s) intend to comply with the MIDC standards 1-4? Please address whether you will continue with the model in place above, whether you have already made a transition to a new delivery system, or whether you intend to transition to a new delivery system.

- A newly created Public Defender Administrator position would be created to be responsible for overseeing assignments to a roster of private attorneys. To comply with the MIDC standards, the Administrator will function independently from the Court by assuming the following functions:
- Screening defendants for eligibility for assigned counsel;
- Identifying attorneys who are qualified to accept assignments for placement on a roster;
- Ensuring that the attorney's meet the MIDC Standards established for providers; including all basic skills and annual training requirements;
- Approving the use of investigators or experts for use by assigned counsel;
- Approving vouchers for payment to assigned counsel;
- Resolving non-grievable matters between defendants and assigned counsel and the courts, including administratively reassigning counsel when appropriate;
- Assisting with the coordination of compliance with the MIDC Standards, including annual grant requests for funding compliance plans.

Please identify the name and position held (e.g., county administrator, judge, defense attorney, etc.) for each person involved in the compliance planning process for this delivery system.

Honorable David Reader	Chief Judge 44 th Circuit Court
Donald Parker	Livingston County Commissioner
Ken Hinton	Livingston County Administrator
John Evans	44 th Circuit Court Administrator
Michael Murphy	Livingston County Sheriff
Jeff Warder	Livingston County Undersheriff
William Vaillencourt	Livingston County Prosecutor
James Buttrey	Defense Attorney
Mark Scharrer	Defense Attorney
Rolland Sizemore	Defense Attorney

Provide an attachment with the names, license or P#’s, and years of criminal defense experience for all attorneys the funding unit(s) intends to have deliver services as part of the local indigent defense system.

Standard 1 – Training and Education

Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. Do any of the attorneys included in this plan have fewer than the required experience and require this training? How many?

None

All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan?

Ten

How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?

The new Public Defender Administrator will oversee compliance for both the skills training of new attorneys and continuing legal education requirements. Training will include Criminal Defense Attorneys of Michigan (CDAM) Regional conferences, State Appellate Defender Office's (SADO) Criminal Defense Resource Center training events, National Association for Public Defense (NAPD) Webinars, and other professional training relevant to counsel's indigent defense clients. All required costs of attendance will be borne by the funding unit.

The Public Defender Administrator will provide any relevant documentation for attendance at the courses to the MIDC for data collection purposes, pursuant to Michigan Supreme Court Administrative Order 2016-2. Documentation will be submitted to the MIDC no later than 30 days after completion of the course(s).

Standard 2 – Initial Interview

When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. To be successful, this requires immediate notification of appointment and client contact information.

How does the plan facilitate immediate attorney assignment and notification of new cases? How will the system ensure attorneys are completing their interviews within three business days? How will the initial interview be accomplished?

The Public Defender Administrator will design and implement an assignments process on a fair rotation with qualification tiers based on the seriousness of the charge in District and Circuit Court. Attorneys will only be assigned to cases through this process. The Public Defender Administrator will notify the attorneys as cases are assigned via e-mail.

The attorney contracts will require initial interviews to be completed as soon as practicable. For clients held in the Livingston County jail the interview will be required within three business days. The attorneys will be required to notify out of custody clients of the need for a prompt interview.

Initial interviews will be conducted for local in-custody defendants at the Livingston County jail utilizing existing confidential meeting space. Video capability for remote access to clients is available as well.

This standard further requires a confidential setting be provided for all client interviews.

Does the jail have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

The jail has five attorney rooms. Three rooms are non-contact with the glass window to speak through and two are contact. The non-contact rooms have a tray for attorneys to pass papers to their clients. The contact rooms have a table and chairs. Contact rooms have electrical outlets if attorneys need power for their laptop computers. Video kiosk is available to allow attorneys to visit with their clients without coming into the jail.

Does the courthouse have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

The courthouse has eight meeting rooms with doors that are available for interviews. These rooms are shared between the District and Circuit courts and are in public areas of the courthouse. The meeting rooms do not allow for secure handling of defendants who are in custody.

All arraignments will be via video with the defendant at the jail to provide secure, confidential interview space. An architectural study of the existing courthouse is necessary to plan and estimate costs of facility renovation or addition to further accommodate this standard.

Standard 3 – Experts and Investigators

This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance.

How will this standard be complied with by the delivery system?

Assigned counsel will no longer request experts and investigative assistance in court. Instead, the Public Defender Administrator will implement a process for counsel to request these services, either via e-mail or other means of electronic delivery. The Public Defender Administrator will be responsible for approving expert and investigator assistance in only appropriate cases. The Public Defender

Administrator will administer both the expert and investigator contractors and coordinate all payments. It is anticipated that investigative services will need to be retained at rates not to exceed \$75.00 per hour for work in the compliance plan year. Expert witnesses will need to be retained not to exceed the hourly rates published by the MIDC, for a maximum of \$25,000 expected for both investigative services and expert witnesses in the compliance plan year.

Standard 4 – Counsel At First Appearance and Other Critical Stages of the Case

Counsel shall be appointed to provide assistance to the defendant as soon as the defendant's liberty is subject to restriction by a magistrate or judge. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.

How will this standard be complied with by the delivery system?

The Public Defender Administrator will coordinate with attorneys contracted on an hourly basis to serve as counsel at first appearance. Representation at other critical stages will be handled by assigned counsel.

Indigent Defense System Budget
Grant Year October 1, 2018 - September 2019

Funding Unit Name (s) Livingston County

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD	PD Administrator (1.0 FTE)	2080 hours x \$38.61/hr	\$ 80,308.80	80,308.80			80,308.80
TBD	Administrative Assistant (.375 FTE)	780 hours x \$17.089/hr	\$ 13,329.42	13,329.42			13,329.42
							0.00
							0.00
							0.00
							0.00
							0.00

10900
429
25.40793
2.117327

Category Summary			\$ 93,638.22	\$ 93,638.22	\$ -	\$ -	\$ 93,638.22
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Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding Sources	Total
Employer FICA	7.65%	\$ 7,163.32	7,163.32			7,163.32
Retirement	18.12%	\$ 16,967.25	16,967.25			16,967.25
Health & Dental Insurance	flat rate of \$12,441 per FTE	\$ 17,106.38	17,106.38			17,106.38
Worker's Compensation Admin Aide	0.28% current County WC Rate	\$ 37.32	37.32			37.32
Worker's Compensation PD Administrator	0.22% current County WC Rate	\$ 176.68	176.68			176.68
Life Insurance	0.23%	\$ 215.37	215.37			215.37
Other: LTD Insurance	0.50%	\$ 468.19	468.19			468.19
Other: STD Insurance	0.47%	\$ 440.10	440.10			440.10

Category Summary	1532.34%	\$ 42,574.60	\$ 42,574.60	\$ -	\$ -	\$ 42,574.60
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Contractual						\$ 136,212.82
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Contracts for Attorneys	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Contracted Attorneys - Private Bar	assigned defense services	if of atty contracts TBD by PD Admin	\$ 1,032,293.00	115,604.00	916,689.00		1,032,293.00
Contracted Attorneys - Private Bar	Council at First Appearance CAFA	\$70/hr x 50wks x 48hrs	\$ 168,000.00	168,000.00			168,000.00
							0.00
							0.00

Category Summary			\$ 1,200,293.00	\$ 283,604.00	\$ 916,689.00	\$ -	\$ 1,200,293.00
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ATTACHMENT B

						Other Funding Sources	Total
Contracts for Experts and Investigators	Services Provided	Calculation	Total	State Grant	Local Share		
Investigators - tbd	Investigation services	\$75/hr x 300 hours estimated	\$ 22,500.00	22,500.00			22,500.00
Experts	Expert services	at MIDC Guideline rates	\$ 2,500.00	2,500.00			2,500.00
							0.00
Category Summary			\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00

						Other Funding Sources	Total
Contracts for Construction Projects	Vendor	Calculation	Total	State Grant	Local Share		
Courthouse architectural study - mtg space	TBD	estimate	\$ 3,500.00	3,500.00			3,500.00
							0.00
							0.00
Category Summary			\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00

						Other Funding Sources	Total
Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share		
							0.00
							0.00
							0.00
Category Summary			\$ -	\$ -	\$ -	\$ -	\$ -

						Other Funding Sources	Total
Equipment	Vendor	Calculation	Total	State Grant	Local Share		
Computer/Phones - Purchase	TBD	desk & cell phone, monitors, laptop	\$ 1,800.00	1,800.00			1,800.00
Office furniture - Purchase	TBD	estimate	\$ 2,500.00	2,500.00			2,500.00
Document & Process Management System	On Base	License, Scanner, Signature Pad	\$ 3,600.00	3,600.00			3,600.00
Category Summary			\$ 7,900.00	\$ 7,900.00	\$ -	\$ -	\$ 7,900.00

						Other Funding Sources	Total
Training/Travel	Vendor	Calculation	Total	State Grant	Local Share		
CLE training - Attorneys	TBD by future PD Admin	Est. @ 12 atty x (12 hours x \$25 per credit hr)	\$ 3,600.00	3,600.00			3,600.00
Travel - Attorneys		Est. 12 atty @ \$400 annual	\$ 4,800.00	4,800.00			4,800.00
Member Dues - Bar Dues PD Admin			\$ 335.00	\$ 335.00			335.00
Travel - PD Administrator	TBD by future PD Admin		\$ 800.00	\$ 800.00			800.00
							0.00
							0.00
							0.00
Category Summary			\$ 9,535.00	\$ 9,535.00	\$ -	\$ -	\$ 9,535.00

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other	Total
						Funding Sources	
				0.00			0.00
Office Supplies/ postage			\$ 750.00	750.00			750.00
IT Infrastructure/ Software/ Phones Cost Allocation		est. PD & 38% of Admin Aide	\$ 4,953.00	4,953.00			4,953.00
Facility Services (Office space & costs)			\$ 2,029.18	2,029.18			2,029.18
Category Summary			\$ 7,732.18	7,732.18	0.00	0.00	7,732.18
Budget Total			1,390,173.00	473,484.00	916,689.00	0.00	1,390,173.00
Amts from Approved MIDC Cost Analysis & Plan				\$ 473,484.00	\$ 916,689.00		

CIRCUIT

PUBLIC DEFENDERS

PUBLIC DEFENDER CONTRACTS

TERM:			
ORIGINAL	2015: 1.1.15 TO 12.31.15		
✓ 1 ST RENEWAL	2016: 1.1.16 TO 12.31.16		
✓ 2 ND RENEWAL	2017: 1.1.17 TO 12.31.17		
AMENDMENT #1	2018: 1.1.18 TO 6.30.18		
AMENDMENT #2	2018: 6.30.18 TO 9.30.18		
AMENDMENT #3	2018: 9.30.18 TO 12.31.18		
FIRM:	AMOUNT:	MONTHLY:	ERP#
BUTTREY, JAMES	\$282,800	\$23,566.66	226
DODGE, STEVEN	\$20,550	\$1,712.50	227
GATESMAN, MARK - NO AMEND	\$40,000	\$3,333.33	228
GENTRY AND NALLEY	\$53,250	\$4,437.50	229
PERRAULT, MITCHELL	\$17,500	\$1,458.33	230
SCHARRER, MARK	\$52,500	\$4,375.00	231
SIZEMORE LAW	\$14,000	\$1,166.66	232
SPICKARD, MACK - NO AMEND	\$57,375	\$4,781.25	233
WILCOX AND MORRISON	\$51,100	\$4,258.33	234
REVIEWED BY: TIMOTHY M. PERRONE - COHL, STOKER & TOSKEY, PC			

CIRCUIT: PUBLIC DEFENDERS

DESTROY: 2025

RESOLUTION

NO: 2018-08-138

LIVINGSTON COUNTY

DATE: August 20, 2018

Resolution Authorizing a Three-Month Extension of the Public Defender Contracts - Circuit Court

WHEREAS, Livingston County Circuit Court has contracted privately for Legal Counsel for indigent criminal defendants; and

WHEREAS, the 44th Circuit Court intends to extend the contracts with the following attorneys to provide services to all indigent felony defendants:

**JAMES BUTTREY
MARK L. SCHARRER
STEVEN M. DODGE
MITCHELL PERRAULT**

**WILCOX LAW, PLC
THE SIZEMORE LAW OFFICE
GENTRY-NALLEY, PLLC**

See attached chart for individual contract amounts and per case cost.

WHEREAS, a sixth-month extension was approved in Resolution 2017-11-189 on November 20th, 2018 to extend the contracts until June 2018. A three-month extension was approved in Resolution 2018-06-110 on June 18th, 2018 to extend the contracts until September 2018; and

WHEREAS, the current contracts will expire on September 30th, 2018 and there are no more options to extend; and,

WHEREAS, the Court requests an extension of the public defender contracts listed above for an additional three months until December 31st, 2018, with the ability to terminate the contracts at any time with a 30-day notice; and

WHEREAS, the monies for these contracts are appropriated in the 2018 Court Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the extension of the public defender contracts with James Buttrey; Wilcox Law, PLC; Mark L. Scharrer; Steven M. Dodge; Gentry-Nalley, PLLC; Mitchell Perrault; and the Sizemore Law Office until December 31st, 2018.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED: Commissioner Bezotte
SECONDED: Commissioner Griffith
CARRIED: 8-0-1; Roll Call Vote: Yes: (8) R. Bezotte, C. Griffith, D. Dolan, G. Childs, K. Lawrence, W. Green, D. Dumas, and D. Parker; No: (0) None; Absent: (1) D. Helzerman

2018
FELONY DEFENDER CONTRACTS
10113100 819000

	James Buttrey	Steven M. Dodge	Gentry- Nalley, PLLC	Mitchell Perrault	Mark L. Scharrer	Sizemore Law Office	Wilcox Law, PLC
Number of cases per YEAR	400	30	75	25	75	20	70
Per CASE cost	\$808.00	\$685.00	\$710.00	\$700.00	\$700.00	\$700.00	\$730.00
Per MONTH cost	\$26,933.33	\$1,712.50	\$4,437.50	\$1,458.33	\$4,375.00	\$1,166.66	\$4,258.33
Per YEAR cost	\$323,200.00	\$20,550.00	\$53,250.00	\$17,500.00	\$52,500.00	\$14,000.00	\$51,100.00

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELLORS
400 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48201
(313) 373-8886

ENCLOSURES
PETER A. COHL
DAVID G. STOKER
ROBERT D. TOSKEY
TIMOTHY M. PERONE
MATTHEW D. HENDERSON

ASSISTANTS
GORDON J. LOVE
COURTNEY A. GARRARA
SARAH E. USRUH
DE LOUISE
RICHARD D. HENLEY

June 27, 2018

Via Email Only

Ms. Carol Jonckheere
Executive Assistant/Contract Manager
Livingston County
304 E. Grand River Avenue, Ste. 202
Howell, MI 48843

Re: Amendments to Court Appointed Attorney Services Agreements for 44th Circuit Court

Dear Ms. Jonckheere:

Enclosed are Amendments to Court Appointed Attorney Services Agreements, to be entered into between the County on behalf of the Circuit Court and the following attorneys/law firms.

1. James D.A. Buttray
2. Mark D. Wilcox
3. Mark L. Scharrer
4. The Sizemore Law Office
5. The Law Office of Steven M. Dodge, PLLC
6. Gentry Nalley, PLLC
7. Law Office of Mitchell J. Portant, PLLC

These Amendments extend the term of each of these Agreements for an additional three (3) months, through September 30, 2018, at which time the Agreements shall terminate. All other terms and conditions of the Agreements, including compensation rates and termination upon 30 days' notice, remain unchanged. The County Board of Commissioners authorized each of these Amendments in Resolution No. 2018-06-110.

If the attached Amendments are satisfactory, you may, after printing off a minimum of three copies (one copy for County, one copy for the Court, and one copy for the Contractor), proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing it insert the date in the spaces provided therefor on the signature pages. After the Amendments have been fully signed, insert the date of obtaining the final signature thereto in the spaces provided in their introductory paragraphs.

June 27, 2018
Page 2

Please e-mail a fully signed copy of each of the Amendments to my office for insertion to our electronic file.

Do not hesitate to contact me if you have any questions.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.


Timothy M. Perone

TMP/gmk
Enclosures

cc: Roberta Sachanski, Court Administrator

\\C:\Users\jgonzalez\Documents\Court\2018\2018-06-110\2018-06-110.docx

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2018**

ATTACHMENT C

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00

Per Diem	\$81.50
Lodging	\$45.50
Breakfast	\$ 8.50
Lunch	\$ 8.50
Dinner	\$19.00

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50

Per Diem	\$89.50
Lodging	\$45.50
Breakfast	\$10.25
Lunch	\$10.25
Dinner	\$23.50

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.545 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES EFFECTIVE October 1, 2017

Michigan Select Cities/Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids Holland, Mackinac Island, Petoskey Pontiac, South Haven, Traverse City, Leland	All of Wayne and Oakland

Out of State Select Cities/Counties

State	City/County	Counties
Arizona	Phoenix, Scottsdale, Sedona	Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
California	Los Angeles (Los Angeles, Orange & Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Colorado	Aspen, Steamboat Springs, Telluride, Vail	Nevada Las Vegas
Connecticut	Bridgeport/Danbury	New Mexico Santa Fe
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Pennsylvania Bucks County, Pittsburgh
Idaho	Sun Valley/Ketchum	Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence
Illinois	Chicago (Cook and Lake counties)	Texas Austin, Dallas, Houston (L.B. Johnson Space Center)
Louisiana	New Orleans	Utah Park City (Summit County)
Maine	Bar Harbor	Vermont Manchester, Montpelier, Stowe (Lamoille County)
Maryland	Montgomery & Prince George County Baltimore City, Ocean City	Virginia Alexandria, Falls Church, Fairfax
		Washington Port Angeles, Port Townsend, Seattle

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution to Renew Existing Microsoft Enterprise Agreement which Provides Software Assurance for Microsoft Server and Desktop Applications – Information Technology

WHEREAS, Livingston County entered into an Enterprise Agreement with Microsoft in March of 2013, see approved Resolution Number 2013-02-061, to ensure that Microsoft desktop and server software is adequately licensed and supported; and

WHEREAS, Livingston County renewed the Enterprise Agreement with Microsoft in March of 2016, see approved Resolution Number 2016-03-048, to ensure that Microsoft desktop and server software is adequately licensed and supported; and

WHEREAS, Software Assurance allows IT to standardize the versions of Microsoft products being used at the county, by making the most current versions available; and

WHEREAS, the current agreement will expire on March 31, 2019; and

WHEREAS, CDW Government of Chicago, IL provided said quotes using the extended pricing stipulated in the State of Michigan Microsoft contract 071B6600110, with an initial annual amount of \$258,853.40, three (3) year initial cost being \$776,560.20, for the period of April 1, 2019 through March 31, 2022; and

WHEREAS, Information Technology will be required to “True-Up” annually, reconciling the purchased licenses against the current need; which may result in a reduction or increase of the annual payment; and

WHEREAS, Information Technology planned for this expense in the 2019 budget, and Capital Replacement funds are being requested to cover the cost for the next three years.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a three (3) year licensing agreement with Microsoft for the update, upgrade and support of both server and desktop applications at an initial cost of \$776,560.20 for the period of April 1, 2019 through March 31, 2022, through CDW (a value added reseller).

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Treasurer to transfer funds in the amount of \$258,854 from Fund 403 Capital Replacement for the purchase of Microsoft software licenses and support.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Richard Malewicz
Date: 2/27/19
Re: Renewal of Microsoft Enterprise Agreement

Attached for your approval is a resolution authorizing the renewal of our Microsoft Enterprise Agreement for Software Assurance through CDW-G.

The 2012 IT Strategic Plan recommended that Livingston County adopt the use of Microsoft Volume Licensing with Software Assurance. We entered into an initial three (3) year Enterprise Agreement with Microsoft in 2013. In 2014, we appended Software Assurance for SQL Servers. We renewed the agreements in 2016. The renewals include licensing and support for Windows operating system (server and desktop), SQL database servers, the Office Suite, email, SharePoint Server and required licensing for said products; as well as ala carte licensing for external users.

The agreements use the extended pricing stipulated to through the State of Michigan "MI-Deal" Microsoft contract. Annual projected cost is \$258,853.40. The expected cost over the three (3) year period is \$776,560.20 and covers the April 1, 2019 through March 31, 2022 timeframe.

If you have any questions regarding this matter please contact me.

QUOTE CONFIRMATION



DEAR RICHARD MALEWICZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLHK165	2/21/2019	ANNUAL EA	7352219	\$255,975.96

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: 636-258-726.000

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA OFFICE 365 GE3 SA P/USR Mfg. Part#: AAA-11924-12-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	630	3764637	\$188.50	\$118,755.00
MS EA OFFICE 365 E3 GOV P/USR Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	17	3753337	\$221.76	\$3,769.92
MS EA ECAL BRDG F/SA O365 LT MO SUB Mfg. Part#: AAA-12436-12-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	630	3814364	\$34.40	\$21,672.00
MS EA ECAL BRIDGE PLT P/USR MTHLY Mfg. Part#: AAA-12428-12-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	17	3891388	\$39.44	\$670.48
MS EA EXCH ONLINE KIOSK GOV USER Mfg. Part#: 3PS-00001-12-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	154	3448058	\$20.03	\$3,084.62
MS EA WIN ENT SA PLTRM Mfg. Part#: KV3-00353-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	729	3813261	\$43.72	\$31,871.88
MS EA SHAREPOINT SVR SA SLG Mfg. Part#: H04-00268-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	2	2026956	\$1,248.97	\$2,497.94
MS EA SQL SRV ENT CORE SA Mfg. Part#: 7JQ-00343-SLG	16	2747931	\$2,331.25	\$37,300.00

QUOTE DETAILS (CONT.)				
Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)				
<u>MS EA WIN RDS CAL SA USER SLG</u>	100	2288626	\$22.43	\$2,243.00
Mfg. Part#: 6VC-01254-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)				
<u>MS EA VSTUDIO ENT MSDN SA</u>	2	3891396	\$1,102.08	\$2,204.16
Mfg. Part#: MX3-00117-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)				
<u>MS EA CIIS DC 2 CORE SA</u>	72	4378888	\$172.37	\$12,410.64
Mfg. Part#: 9GS-00135-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)				
<u>MS EES WIN SVR DCCORE ALNG</u>	64	4341905	\$304.63	\$19,496.32
Mfg. Part#: 9EA-00039-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)				

PURCHASER BILLING INFO		SUBTOTAL	\$255,975.96
Billing Address: LIVINGSTON COUNTY IT ACCOUNTS PAYABLE 304 E GRAND RIVER AVE STE 101 HOWELL, MI 48843-2488 Phone: (517) 546-6490 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$255,975.96
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: LIVINGSTON COUNTY IT RICHARD MALEWICZ 304 E GRAND RIVER AVE STE 101 HOWELL, MI 48843-2488 Phone: (517) 546-6490 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Jeff Jones	(866) 668-9487	jeffjon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR DIANE GREGOR,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLGR601	2/21/2019	SELECT AGREEMENT	7352219	\$2,877.44

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: 636-258-726.000

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2019 - license Mfg. Part#: R18-05796 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	67	5300179	\$29.00	\$1,943.00
Microsoft System Center Configuration Manager Client ML - license & software Mfg. Part#: J5A-00030-3 UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	13	1589244	\$71.88	\$934.44

PURCHASER BILLING INFO	SUBTOTAL	\$2,877.44
Billing Address: LIVINGSTON COUNTY IT ACCOUNTS PAYABLE 304 E GRAND RIVER AVE STE 101 HOWELL, MI 48843-2488 Phone: (517) 546-6490 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$2,877.44
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: LIVINGSTON COUNTY IT DIANE GREGOR 304 E GRAND RIVER AVE STE 101 HOWELL, MI 48843-2488 Phone: (517) 546-6490 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Jones

(866) 668-9487

jeffjon@cdw.com

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For more information, contact a CDW account manager

