



BOARD OF COMMISSIONERS

AGENDA

March 11, 2019

7:30 PM

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

"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

Pages

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 - a. Huron Metro Parks Authority
Steve Williams
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Resolutions 2019-03-030 through 2019-03-034

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11. RESOLUTIONS FOR CONSIDERATION

12. CALL TO THE PUBLIC

13. ADJOURNMENT

ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk
101 COURT STREET, MUNISING, MI 49862

RESOLUTION #2019-02

- WHEREAS, Health care costs continue to rise for all Americans and, for some Americans, this increase can be devastating; and
- WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the Treasury too much money. Technically, the term "entitlement" is correct but it has an unfortunate connotation; and
- WHEREAS, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to stay alive. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan; and
- WHEREAS, Due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D drug program; and
- WHEREAS, When congress enacted The Medicare Prescription Drug Bill they enacted a law that does not allow Medicare to negotiate with pharmaceutical companies for drug price the way Medicaid and the Veterans Administration does; and
- WHEREAS, One economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion a year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and
- WHEREAS, Rising prescription drug costs have been the primary reason for the increase in health benefit costs; and
- WHEREAS, The increasing cost of prescription drugs and outrageous profits made by pharmaceutical companies is a systemic problem that significantly affects our state and our nation. It deserves non-partisan effort; and
- WHEREAS, We must prevent our elected officials from balancing the budget on the backs of those who can least afford it, the elderly and disabled. Increases in premiums and drug costs are unacceptable ways to deal with a flawed Medicare Prescription Drug Bill; and
- WHEREAS, We must preserve the Medicare program as it currently exists and to do so requires immediate action to cut unnecessary costs, particularly in the area of prescription drug coverage; and
- WHEREAS, We must revise the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper, drugs from Canada and elsewhere; and
- WHEREAS, We cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggeringly increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens causing many of them to contemplate discontinuing medically necessary drugs in order to pay their bills, heat their houses and have food on the table; Therefore, Be It
- RESOLVED, That the Alger County Board of Commissioners goes on record urging our Legislators to immediately commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper drugs from Canada and elsewhere; Be It Further
- RESOLVED, That a copy of this resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, the Michigan Association of Counties and the other Michigan counties.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Alger County Board of Commissioners at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,



Mary Ann Froberg, Alger County Clerk

Dated: February 19, 2019

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

February 25, 2019, 7:30 p.m.
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present: K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, D. Parker, R. Bezotte, D. Dolan,
and G. Childs
Members Absent: C. Griffith

1. CALL MEETING TO ORDER

The meeting was called to order by Chairperson Donald Parker at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum.

4. CORRESPONDENCE

None.

5. CALL TO THE PUBLIC

The following individuals addressed the Board in regards to recording the board meetings:

Dan Wholihan, Genoa Township; Jordan Genso, Brighton City; Todd Krebs, Green Oak Township; Marie Joppich, Pinckney; Judy Daubenmier, Genoa Township; Darlene Domanik, Brighton Township; Nancy Durance, Brighton; Mike Palmer, Brighton Township; Bob Potocki, Brighton Township; Ron Kardos, Osceola Township; Peggy VanSickle, Brighton; Jennifer Garcia, Hartland Township; Ben Marhofer, Genoa Township; Alex Hansen, Howell Township; Evelyn G, Brighton Township; Cindy Michniewicz, Hamburg Township; and Jay Drick, Howell City.

Bob Potocki, Brighton Township, provided a handout, and spoke regarding local video providers.

Bridgett McDowell, Green Oak Township, addressed the Board.

Mona Shand, Genoa Township, Livingston County Field Representative for Congresswoman Elisa Slotkin, introduced herself and indicated that their office is open to assist the local constituents.

John Machowicz, Pinckney, remarked on the ET Rover Pipeline and Latent Security.

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: February 11, 2019
2. Minutes of Meeting Dated: February 20, 2019

It was moved by K. Lawrence
Seconded by D. Helzerman

MOTION Carried (8-0-1)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by R. Bezotte

Seconded by D. Dolan

MOTION Carried (8-0-1)

9. REPORTS

9.a County Communications

Allison Nalepa, Communication Specialist

Ken Hinton, County Administrator, introduced Allison Nalepa who presented a PowerPoint.

9.b. Commissioner Green requested a resolution to vote on in regards to recording board meetings.

9.c. Commissioner Nakagiri commented on the recent Supreme Court decision in Timbs vs Indiana, regarding civil asset forfeiture.

9.d. Commissioner Dolan commented on the location of the boardroom visual screen and looking in to updating the screen and/or location within the boardroom.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2019-02-021 through 2019-02-024

10.a 2019-02-021

Resolution Authorizing Livingston County to Participate in the 2019 Statewide Tornado Drill - Emergency Management

10.b 2019-02-022

Resolution to Authorize the Fiscal Year 2019 Grant for Crime Victim Rights and a Supplemental Appropriation – Prosecutor

10.c 2019-02-023

Resolution Authorizing an Increase in Hours for the Jail Educator Position and a Supplemental Appropriation to the Commissary Fund - Sheriff

10.d 2019-02-024

Resolution Authorizing a 3-Month Extension of the IT Mental Health Court Attorney Services – Specialty Courts and Court Programs

Motion to approve the resolutions on the Consent Agenda.

It was moved by R. Bezotte

Seconded by G. Childs

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

MOTION Carried (8-0-1)

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2019-02-025 through 2019-02-029

11.a 2019-02-025

Resolution Authorizing a Supplemental Appropriation to the Fiscal Year 2019 Budget – Fiscal Services

It was moved by K. Lawrence
Seconded by W. Green
Discussion.

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

MOTION Carried (8-0-1)

11.b 2019-02-026

Resolution to Revise Facility Services Systematic Transfer of Monies between Funds for 2019 - Fiscal Services

Motion to adopt the Resolution.

It was moved by D. Dolan
Seconded by D. Helzerman
Discussion.

MOTION Carried (8-0-1)

11.c 2019-02-027

Resolution Approving an Appointment to the Livingston County Tax Allocation Board - Board of Commissioners

Motion to adopt the Resolution.

It was moved by R. Bezotte
Seconded by K. Lawrence

MOTION Carried (8-0-1)

11.d 2019-02-028

Resolution Approving Appointments to the Livingston Leadership Council on Aging - Board of Commissioners

Motion to adopt the Resolution.

It was moved by G. Childs
Seconded by K. Lawrence

MOTION Carried (8-0-1)

11.e 2019-02-029

Resolution Authorizing Opioid Litigation Services Agreement Between the County of Livingston and Weitz & Luxenberg, PC, The Sam Bernstein Law Firm, PLLC and The Behm & Behm Law Firm to Represent Livingston County in Litigation Against Manufacturers and Wholesale Distributors of Opioids - Board of Commissioners

Motion to adopt the Resolution.

It was moved by R. Bezotte
Seconded by W. Green
Discussion.

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

MOTION Carried (8-0-1)

12. CALL TO THE PUBLIC

The following individuals spoke in regards to recording the board meetings and the quality of audio in the boardroom:

Jordan Genso, Brighton City; Judy Daubenmier, Genoa Township; Jennifer Garcia, Hartland Township; Darlene Domanik, Brighton Township; Cindy Michniewicz, Hamburg Township; Jose Ruiz, Howell City; Rich Barnowski, Howell; Nancy Johnson, Hamburg Township; Alex Hansen, Howell Township; John Machowicz, Pinckney; Ben Marhofer, Genoa Township; Mitchell Tucker, Howell; Joe Sweet, Genoa Township; and Joseph Fanto, Howell Township.

Judy Daubenmier, Genoa Township, also spoke regarding the Master Plan on parks.

Bridgett McDowell, Green Oak Township, addressed the Board.

13. CLOSED SESSION

Discuss Pending Litigation

1. 4:18-cv-13511-LVP-DRG
2. 2:18-cv-11313-RHC-SDD

Motion to recess to Closed Session at 9:15 p.m.

It was moved by K. Lawrence

Seconded by W. Green s

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

MOTION Carried (8-0-1)

Motion to return to Open Session at 9:51 p.m.

It was moved by K. Lawrence

Seconded by W. Green

MOTION Carried (8-0-1)

14. ADJOURNMENT

Motion to adjourn the meeting at 9:52 p.m.

It was moved by D. Helzerman

Seconded by G. Childs

MOTION Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

March 6, 2019

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

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

Members Present	W. Green, W. Nakagiri, D. Helzerman, D. Parker, R. Bezotte, C. Griffith, D. Dolan, and G. Childs
Members Absent	K. Lawrence

1. CALL MEETING TO ORDER

The meeting was call to order by Chairperson Parker at 9:34 a.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Indicated the presence of a quorum.

4. CALL TO THE PUBLIC

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By C. Griffith

Seconded By G. Childs

Motion Carried (8-0-1)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: March 6, 2019

Motion to approve the Claims.

Moved By R. Bezotte

Seconded By W. Green

Motion Carried (8-0-1)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: February 21 through March 6, 2019

Motion to approve the Payables.

Moved By D. Dolan

Seconded By C. Griffith

Motion Carried (8-0-1)

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 9:36 a.m.

Moved By D. Helzerman

Seconded By G. Childs

Motion Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

UNAPPROVED

RESOLUTION

NO: 2019-03-030

LIVINGSTON COUNTY

DATE: March 11, 2019

Resolution Authorizing Contracts to Provide Substance Abuse Treatment Services – Specialty Courts and Programs

- WHEREAS,** Livingston County Specialty Courts and Programs have a need for Substance Abuse Treatment Services consisting of treatment services that may include assessment, intake, group therapy, individual therapy, or other evidence - based treatment modalities; and
- WHEREAS,** in accordance with the County’s Purchasing Policy, a formal bid process was performed and five proposals were received and evaluated to provide substance abuse treatment services to the Specialty Courts and Programs for the period of March 1st, 2019 through September 30th, 2020, with the option of renewal for up to two additional one-year periods; and
- WHEREAS,** Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc.; and Complete Counseling Centers; have met the minimum requirements to support the various programs for substance abuse treatment services; and
- WHEREAS,** through various program funding listed below, the Courts will have the flexibility to award non-exclusive contracts to the above vendors based on program requirements and the Court’s needs with an anticipated start date of March 1st, 2019.

SPECIALTY COURT OR PROGRAM	MAXIMUM CURRENT CONTRACT AMOUNT PER YEAR – “NOT TO EXCEED”
Adult Drug Court (ADC and SAMHSA)	\$126,688
Veterans Treatment Court	\$2,500
Intensive Treatment Mental Health Court	\$8,878
Juvenile Drug Court	\$16,110
Swift and Sure Sanctions Probation Program	\$10,100

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into non-exclusive contracts for substance abuse treatment services with Livingston County Catholic Charities of Howell; Karen Bergbower & Associates, PC, of Brighton; Key Development Center, Inc. of Brighton; and Complete Counseling Centers, beginning March 1, 2019, and continued until September 30th, 2020, with the ability to renew the contracts at the Court’s discretion for up to two additional one-year periods.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign the contracts and contract extensions referenced above and any future amendments for monetary and contractual language upon review by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Sara Applegate, Court Programs Liaison
Date: 2/27/2019
**Re: Resolution Authorizing Contracts to Provide Substance Abuse Treatment
Services– Specialty Courts and Programs**

We are requesting the Livingston County Board of Commissioners to approve contracts with Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc.; and Complete Counseling Center to provide substance abuse treatment services for the Specialty Court and Programs for the period of March 1, 2019 through September 30, 2020, with the ability to renew the contracts at the Court's discretion for up to two additional one-year periods. We are requesting to match the grant cycle to the contract terms through September 30, 2020.

The Livingston County Court Specialty Courts and Programs have determined the need to offer a variety of substance abuse treatment services for participants. Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven successful in the treatment of substance abuse or substance dependency disorders.

Based on the results of the bid tabulation, the Court's evaluation committee determined the following counter pricing proposal for all vendors: Substance Abuse Assessment: \$225.00 (As many minutes as required for completion); Intake: \$150.00 (As many minutes as required for completion); Group: \$230.00 (90 minutes); Individual: \$93.00 (60 minutes); and for previously offered "Other Services", no proposed changes. The Specialty Courts and Programs will pay the same price for the same service across all participating vendors.

The Specialty Court Programs will fund the services through various programs including, but not limited to, Adult Drug Court, Veterans Treatment Court, Intensive Treatment Mental Health Court, Juvenile Drug Court and Swift & Sure Sanctions Probation Program.

Thank you for your consideration in this matter. If you have any questions regarding this matter please contact me.

Sara Applegate
Court Programs Liaison

RESOLUTION

NO: 2019-03-031

LIVINGSTON COUNTY

DATE: March 11, 2019

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 Livingston County 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.

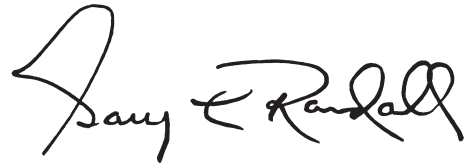
Sec. 824a. In any statement prepared under section 824, the board of county canvassers shall disclose the number of out-of-balance precincts that were not reconciled during the county canvass process.

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: 2019-03-032

LIVINGSTON COUNTY

DATE: March 11, 2019

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
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
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

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

RESOLUTION

NO: 2019-03-033

LIVINGSTON COUNTY

DATE: March 11, 2019

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: 3/7/2019
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

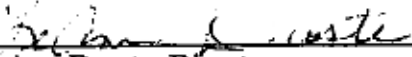
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force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

5.1 Waiver

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

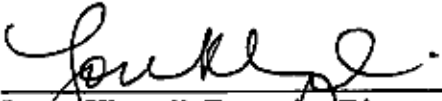
5.2 Signatories

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

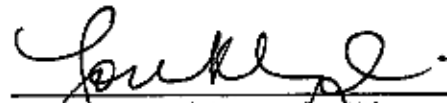
5.2 Signatories

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

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

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 Funding Sources	Total
				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. HOFFORD

ASSISTANTS
GORDON J. LOVE
COURTNEY A. GABARA
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\Amendments\44th\Amendments to July 2018 April 2018.doc

**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: 2019-03-034

LIVINGSTON COUNTY

DATE: March 11, 2019

Resolution Authorizing Agreements with Nationwide and Empower in Order to Effectuate Changes Approved by the Retirement Advisory Committee Related to 457 Defined Compensation Plans – Retirement Plan Advisory Committee

WHEREAS, the Board of Commissioners established the Retirement Plan Advisory Committee (“Committee”) pursuant to Resolution #2018-01-005; and

WHEREAS, the role of the Committee is to review all aspects of the 457 plans including, but not limited to, costs, services, investment options, and employee education and participant input, and to make recommendations to the Livingston County Board of Commissioners for approval; and

WHEREAS, the Retirement Plan Advisory Committee selected Plante Moran to serve as a registered independent financial advisor to the Committee; and

WHEREAS, the Committee, upon advice from Plante Moran, has approved changes to the 457 plan offerings that improve cost, services, and investment options and is recommending to the Board of Commissioners to authorize these changes to our agreements with our 457 administrators, Empower and Nationwide.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the attached agreements which include the Nationwide Trust Company, FSB 457 Trust Agreement, the Administrative Services Agreement for the Governmental 457(b) Deferred Compensation Plan of Livingston County, Michigan, the Nationwide Amendment to Group Flexible Purchase Payment Deferred Fixed Annuity Contract.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the attached agreement with Empower to effectuate Fund Additions, Fund Mapping Strategy, and Default Fund Updates.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes the Board Chair to sign such documents upon review and approval as to form by civil counsel.

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**MOVED:
SECONDED:
CARRIED:**

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**Amendment
to
Group Flexible Purchase Payment Deferred Fixed Annuity Contract**

General Information Regarding this Amendment

This amendment is made a part of the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("the Contract") to which it is attached. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide"); and

WHEREAS, Nationwide and the Contract Owner wish to modify this Contract pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. DEFINITIONS

The following definitions are hereby deleted from the contract in their entirety and replaced with the following:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

2. CONTRACT EXPENSES

The "CONTRACT EXPENSES" section of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACT EXPENSES

Nationwide is authorized to deduct the applicable charges described herein. The contract charges described herein are deducted from Participant Accounts.

Contract Maintenance Charge

Nationwide may deduct a Contract Maintenance Charge. The Contract Maintenance Charge is a flat dollar fee deducted from the Contract Value. If this charge is deducted by Nationwide, the amount and frequency is stated on the Contract Specifications Page. Unless otherwise agreed to by Nationwide in writing, the Contract Owner will determine how this charge is to be allocated and deducted from Participant Accounts.

Participant Account Charge

Nationwide may deduct a Participant Account Charge from each Participant Account. The Participant Account Charge is a flat-dollar fee. If this charge is deducted by Nationwide the amount and frequency is stated on the Contract Specifications Page.

Plan Expenses and Additional Service Charges

The Contract Owner may elect to have expenses associated with the Plan or fees associated with additional services provided to Participants deducted from the Contract Value. If any charges associated with such Plan expenses or additional services are deducted from the Contract Value, Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the Plan expenses or additional services to be deducted and how these deductions will be apportioned among the Participant Accounts.

Additional Expense Charges

If the Contract Owner requests Nationwide to perform additional services related to the Contract, but not specifically described herein, then Nationwide may deduct charges for such services from the Contract Value. Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the additional services described herein and how these deductions will be apportioned among the Participant Accounts.

Premium Charges

Nationwide will deduct from the Contract Value, the amount of any premium taxes levied by a state or any other government entity upon Purchase Payments received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law.

3. INTEREST CREDITING UNDER THE CONTRACT

The INTEREST CREDITING UNDER THE CONTRACT section of the Contract is hereby deleted in its entirety and replaced with the following:

INTEREST CREDITING UNDER THE CONTRACT

The Contract provides an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Interest Rate which is listed on the Contract Specifications Page. Nationwide credits interest to the Contract at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfers and Exchanges to the Contract at any time.

Contract guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Contract is non-participating and will not share in any surplus of Nationwide.

Guaranteed Interest Rates

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract Value on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Contract; plus
- (2) the daily interest earned; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Contract; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

4. PURCHASE PAYMENTS

The PURCHASE PAYMENTS section of the Contract is hereby deleted in its entirety and replaced with the following:

PURCHASE PAYMENTS

Acceptance of Purchase Payments

Purchase Payments, representing Participant Contributions or other Plan contributions on behalf of Participants to Participant Accounts, will be made directly to Nationwide at the address listed on the Contract Specifications Page. Nationwide will only accept Purchase Payments denominated in the currency of the United States of America. Nationwide may accept Purchase Payments in another manner, such as securities in-kind subject to the following:

- (1) The Contract Owner provides advance notice to Nationwide and any specific information requested by Nationwide regarding the nature of the Purchase Payment; and
- (2) Nationwide provides its written consent to accept the Purchase Payment.

In addition, Nationwide reserves the right to discontinue accepting additional Purchase Payments at any time.

Processing of Purchase Payments

Purchase Payments will be applied to the Contract as described on the Contract Specifications Page. If the allocation of the Purchase Payment is not identified by the Contract Owner concurrently with Nationwide's receipt of the Purchase Payment or if the Purchase Payment is lacking any other supporting information reasonably necessary for Nationwide to process the Purchase Payment, Nationwide may return the Purchase Payment to the Contract Owner, without any further liability on the part of Nationwide.

Crediting and Recapture

To the extent permitted by law, Nationwide may in its discretion, credit additional amounts to the Purchase Payments. Typically, these credits are done at the request of the Contract Owner and are designed to cover expenses incurred by the Contract Owner upon leaving a previous investment provider. Nationwide anticipates recouping these expenses over time through managing of credited interest rates to take into account any additional crediting. In the event the Contract is terminated prior to recouping the costs associated with providing these credits, Nationwide will subtract the remaining unrecouped expenses associated with these credits from the Withdrawal Value.

5. EXCHANGES AND TRANSFERS

The EXCHANGES AND TRANSFERS section of the Contract is hereby deleted in its entirety and replaced with the following:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise “banked” for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- 1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- 2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- 3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- 4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

6. TERMINATION AND WITHDRAWALS

The TERMINATION AND WITHDRAWALS section of the Contract is hereby deleted in its entirety and replaced with the following:

In the event Nationwide provides annuity payment options to Retired Participants, notwithstanding anything in the Contract to the contrary, including Contract termination, Nationwide will retain the assets attributable to Retired Participants that are receiving annuity payments from Nationwide.

Termination by the Contract Owner

The Contract Owner may terminate the Contract at any time by notifying Nationwide in writing. Once Nationwide receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following Nationwide's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Termination by Nationwide

Nationwide may terminate the Contract at any time by notifying the Contract Owner in writing. Once the Contract Owner receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following the Contract Owner's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Payment of the Withdrawal Value

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Contract.

- 1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one-lump sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- 2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:
 - a) The Contract Value on the date before the installment is Withdrawn; divided by
 - b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecovered expenses associated with such credits from the Withdrawal Value.

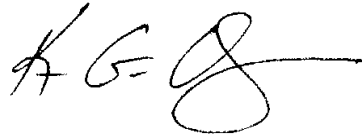
7. This Amendment is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Amendment, this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:



By: _____

By: _____

Plan Number(s): 340140-01
Plan Name(s): Livingston County Deferred Compensation Plan
Date of Letter: 2/12/2019



Empower looks forward to working with you on implementing the requested enhancements to the Plan.
This letter details the requested plan enhancements and must be returned by **02/19/2019** in order to implement these by the effective date(s) listed below.

Empower Retirement Contacts:

Relationship Manager: Adam Rivett
Client Service Manager: Donald Godwin
Communication Strategist: Concierge Team

Fund Additions:

Fund Name*	Ticker/CUSIP	Effective Date (1st Trade Date for participant activity)	Redemption Fees		Equity Wash		Gross Expense Ratio**	New to Empower (Yes/No)
			%	# of holding days	Competing Fund	Requirement Days (typically 90 days)		
Fidelity US Bond Index	FXNAX	4/16/2019	N/A	N/A	N/A	N/A	0.025%	No
Metropolitan West Total Re Bd Admin Cl	MWTNX	4/16/2019	N/A	N/A	N/A	N/A	0.78%	No
PIMCO Income A	PONAX	4/16/2019	N/A	N/A	N/A	N/A	1.14%	No
Vanguard Inflation-Protected Secs Adm	VAIPX	4/16/2019	N/A	N/A	N/A	N/A	0.10%	No
JHancock Disciplined Value R6	JDVWX	4/16/2019	N/A	N/A	N/A	N/A	0.71%	No
Fidelity 500 Index	FXAIX	4/16/2019	N/A	N/A	N/A	N/A	0.015%	No
Parnassus Core Equity Inv	PRBLX	4/16/2019	N/A	N/A	N/A	N/A	0.87%	No
MainStay Large Cap Growth I	MLAIX	4/16/2019	N/A	N/A	N/A	N/A	0.75%	No
Fidelity Contrafund	FCNTX	4/16/2019	N/A	N/A	N/A	N/A	0.74%	No
JPMorgan Mid Cap Value R6	JMVYX	4/16/2019	N/A	N/A	N/A	N/A	0.76%	No
Fidelity Mid Cap Index	FSMDX	4/16/2019	N/A	N/A	N/A	N/A	0.025%	No
T. Rowe Price Instl Mid-Cap Equity Gr	PMEGX	4/16/2019	N/A	N/A	N/A	N/A	0.61%	No
American Beacon Small Cap Value A	ABSAX	4/16/2019	N/A	N/A	N/A	N/A	1.21%	No
Fidelity Small Cap Index	FSSNX	4/16/2019	N/A	N/A	N/A	N/A	0.025%	No
T. Rowe Price QM US Small-Cap Gr Eq I	TQAIX	4/16/2019	N/A	N/A	N/A	N/A	0.66%	No
Vanguard International Growth Adm	VWILX	4/16/2019	N/A	N/A	N/A	N/A	0.32%	No
American Funds EuroPacific Growth R6	REGRX	4/16/2019	N/A	N/A	N/A	N/A	0.49%	No
Vanguard Total Intl Stock Index Admiral	VTIAX	4/16/2019	N/A	N/A	N/A	N/A	0.11%	No
MFS International Value R3	MINGX	4/16/2019	N/A	N/A	N/A	N/A	0.98%	No
T. Rowe Price 2005 Fund	TRRFX	4/16/2019	N/A	N/A	N/A	N/A	0.54%	No
T. Rowe Price 2010 Fund	TRRAX	4/16/2019	N/A	N/A	N/A	N/A	0.54%	No
T. Rowe Price 2015 Fund	TRRGX	4/16/2019	N/A	N/A	N/A	N/A	0.57%	No
T. Rowe Price Retirement 2020	TRRBX	4/16/2019	N/A	N/A	N/A	N/A	0.61%	No
T. Rowe Price 2025 Fund	TRRHX	4/16/2019	N/A	N/A	N/A	N/A	0.64%	No
T. Rowe Price 2030 Fund	TRRCX	4/16/2019	N/A	N/A	N/A	N/A	0.67%	No
T. Rowe Price 2035 Fund	TRRJX	4/16/2019	N/A	N/A	N/A	N/A	0.70%	No
T. Rowe Price 2040 Fund	TRRDY	4/16/2019	N/A	N/A	N/A	N/A	0.72%	No
T. Rowe Price 2045 Fund	TRRKX	4/16/2019	N/A	N/A	N/A	N/A	0.72%	No
T. Rowe Price 2050 Fund	TRRMX	4/16/2019	N/A	N/A	N/A	N/A	0.72%	No
T. Rowe Price 2055 Fund	TRRNX	4/16/2019	N/A	N/A	N/A	N/A	0.72%	No
T. Rowe Price 2060 Fund	TRRLX	4/16/2019	N/A	N/A	N/A	N/A	0.72%	No
Vanguard STAR Fund	VGSTX	4/16/2019	N/A	N/A	N/A	N/A	0.32%	No
Nuveen Real Estate Securities I	FARCX	4/16/2019	N/A	N/A	N/A	N/A	1.04%	No

* The New Fund Name may be changed by Empower to reflect standard naming conventions.

** The expense ratios identified are valid as of the date of this letter. The expenses are subject to change and will be reflected in the investment options' current prospectus or other governing documentation.

Fund Mapping Strategy:

Fund(s) Eliminated				Assets and Allocations Mapping To:			
Fund Name	Ticker/CUSIP	Forfeiture or ERISA Spending Account Default? (Yes/No)	Underlying Model Portfolio Investment Mapping? (Yes/No)	Fund Name	Ticker/CUSIP	Effective Date (date the funds/allocation transfer)	Mapping allocations only (freezing a fund)? (Yes/No)
Great-West Bond Index Fund Inv	39137C206	No	No	Fidelity US Bond Index	FXNAX	4/15/2019	No
PIMCO Total Return Adm	N/A	No	No	Metropolitan West Total Re Bd Admin CI	MWTNX	4/15/2019	No
Great-West Multi-Sector Bond Inv	39137C404	No	No	PIMCO Income A	PONAX	4/15/2019	No
Putnam High Yield R	N/A	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Global Bond Inv	39137C701	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West T. Rowe Price Eq Inc Fund Inv	39137C768	No	No	JHancock Disciplined Value R6	JDVWX	4/15/2019	No
Great-West S&P 500 Index Fund Inv	39137C784	No	No	Fidelity 500 Index	FXAIX	4/15/2019	No
JPMorgan US Research Enhanced Equity A	4812A1845	No	No	Parnassus Core Equity Inv	PRBLX	4/15/2019	No
MFS Research R3	N/A	No	No	Parnassus Core Equity Inv	PRBLX	4/15/2019	No
American Funds Growth Fund R3	N/A	No	No	MainStay Large Cap Growth I	MLAIX	4/15/2019	No
Great-West Large Cap Growth Inv	39137C792	No	No	MainStay Large Cap Growth I	MLAIX	4/15/2019	No
Ariel Appreciation Fund	N/A	No	No	JPMorgan Mid Cap Value R6	JMVYX	4/15/2019	No
Great-West Ariel Mid Cap Value Fund Inv	39137C834	No	No	JPMorgan Mid Cap Value R6	JMVYX	4/15/2019	No
Great-West Mid Cap Value Inv	39137C826	No	No	JPMorgan Mid Cap Value R6	JMVYX	4/15/2019	No
Virtus Ceredex Mid-Cap Value Equity I	N/A	No	No	JPMorgan Mid Cap Value R6	JMVYX	4/15/2019	No
Great-West T Rowe Price MdCp Gr Fund Inv	39137C818	No	No	T. Rowe Price Instl Mid-Cap Equity Gr	PMEGX	4/15/2019	No
Great-West Invesco Small Cap Value Fund Inv	39137C875	No	No	American Beacon Small Cap Value A	ABSAX	4/15/2019	No
Great-West Loomis Sayles SmCpVI Fund Inv	39137C867	No	No	American Beacon Small Cap Value A	ABSAX	4/15/2019	No
Delaware Small Cap Core A	N/A	No	No	Fidelity Small Cap Index	FSSNX	4/15/2019	No
Great-West S&P SmCap 600 Index Fund Inv	39137C859	No	No	Fidelity Small Cap Index	FSSNX	4/15/2019	No
ClearBridge Small Cap Growth A	N/A	No	No	T. Rowe Price QM US Small-Cap Gr Eq I	TQAIX	4/15/2019	No
Great-West International Growth Inv	39137C743	No	No	Vanguard International Growth Adm	VWILX	4/15/2019	No
Great-West International Value Inv	39137C735	No	No	MFS International Value R3	MINGX	4/15/2019	No
Great-West SecureFoundation LT 2015 Inv	39137E889	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2020 Inv	39137E855	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2025 Inv	39137E822	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2030 Inv	39137E780	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2035 Inv	39137E756	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2040 Inv	39137E723	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2045 Inv	39137E681	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2050 Inv	39137E657	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation LT 2055 Inv	39137E624	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Lifetime 2015 Fund Inv	39137C560	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Lifetime 2025 Fund Inv	39137C495	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Lifetime 2035 Fund Inv	39137C446	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Lifetime 2045 Fund Inv	39137C370	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West Lifetime 2055 Fund Inv	39137C313	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Conservative Profile	N/A	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Moderately Aggressive Profile	N/A	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Aggressive Profile	N/A	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No
Great-West SecureFoundation Balanced Inv	39137E608	No	No	Vanguard STAR Fund	VGSTX	4/15/2019	No
Great-West Real Estate Index Fund Inv	39137E566	No	No	Nuveen Real Estate Securities I	FARCX	4/15/2019	No
Oppenheimer Global Fund	N/A	No	No	T. Rowe TDFs By Date of Birth	N/A	4/15/2019	No

Default Fund Updates:

The Plan Sponsor has designated the following fund(s) or asset allocation model(s) as the Plan's Qualified Default Investment Alternative (QDIA) as described in Section 404(c)(5) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the regulations thereunder. **Note-non-ERISA plans do not have QDIA, but do have default funds.

Fund Name	Ticker/CUSIP	Low Birthdate	High Birthdate	Effective Date (Date new age bands are effective)	QDIA Indicator (Yes/No)
T. Rowe Price 2005 Fund	TRRFX	Earlier	1942	4/15/2019	Yes
T. Rowe Price 2010 Fund	TRRAX	1943	1947	4/15/2019	Yes
T. Rowe Price 2015 Fund	TRRGX	1948	1952	4/15/2019	Yes
T. Rowe Price Retirement 2020	TRRBX	1953	1957	4/15/2019	Yes
T. Rowe Price 2025 Fund	TRRHX	1958	1962	4/15/2019	Yes
T. Rowe Price 2030 Fund	TRRCX	1963	1967	4/15/2019	Yes
T. Rowe Price 2035 Fund	TRRJX	1968	1972	4/15/2019	Yes
T. Rowe Price 2040 Fund	TRRDY	1973	1977	4/15/2019	Yes
T. Rowe Price 2045 Fund	TRRKX	1978	1982	4/15/2019	Yes
T. Rowe Price 2050 Fund	TRRMX	1983	1987	4/15/2019	Yes
T. Rowe Price 2055 Fund	TRRNK	1988	1992	4/15/2019	Yes
T. Rowe Price 2060 Fund	TRRLX	1993	Later	4/15/2019	Yes

Please sign where indicated below, scan and e-mail to your service team at Empower Retirement. Please retain a copy of this letter for your files. Should you have any questions regarding any of the above, please do not hesitate to contact your service team.

I, on behalf of **Livingston County**, direct Great-West Life and Annuity Insurance Company, Great-West Trust Company, LLC, and their affiliates, as applicable ("Empower Retirement"), to implement the plan changes described above. I certify that I am authorized to execute this direction and have reviewed the content of this letter for accuracy and completeness.

Name (please print):

Title:

Signature:

Date

The Plan Sponsor's signature above indicates that the Plan Sponsor agrees with the following statements:

Plan Sponsor certifies that the Plan's fiduciaries have received and reviewed the prospectuses and/or offering statements for each investment to be added to the Plan.

Plan Sponsor authorizes and directs Empower Retirement, as administrative service provider to the plan, to modify the plan's recordkeeping and operational systems, reports, procedures, forms, and participant communications, and to administer the plan, as indicated above. This document supersedes any previous direction from the company that is inconsistent with the above.

Plan Sponsor acknowledges that no work is to be initiated (and therefore the Effective Date is not reserved) until such time as this form has been duly signed and returned to Empower Retirement. Additionally, late responses will result in the dates being rescheduled to the next available dates, based on the work being performed. Rescheduled dates will be communicated to the Plan Sponsor via a revised form.

Plan Sponsor also acknowledges that new or modified requirements introduced beyond the requirements phase of any project may result in a scheduling delay which could impact the Effective Date. Additionally, all requirements must be duly analyzed by Empower Retirement to determine whether there has been an addition to the scope that will result in a cost increase.

**ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 457(b)
DEFERRED COMPENSATION PLAN OF LIVINGSTON COUNTY, MICHIGAN**

This Administrative Services Agreement (“Agreement”) is effective on the date written below by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide”) and an affiliate and subsidiary of Nationwide Financial Services, Inc. (hereinafter “Nationwide”), and Livingston County, Michigan, the Plan Sponsor (hereinafter “Plan Sponsor”).

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the “Code”), established and sponsors a Section 457(b) Plan (hereinafter the “Plan”); and

WHEREAS, the Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services for the Plan described in this Agreement (hereinafter referred to as “Administrative Services”); and

WHEREAS, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

1. DESIGNATION

Plan Sponsor designates Nationwide as Plan Sponsor’s non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.

2. APPOINTMENTS AND RESPONSIBILITIES

Plan Sponsor:

Plan Sponsor is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. Plan Sponsor represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the Plan Sponsor’s ability to sponsor the Plan. Plan Sponsor warrants that the 457(b) Plan was established, and will be maintained by Plan Sponsor, in accordance with the provisions of Section 457(b) of the Code. Plan Sponsor further acknowledges and agrees the Plan Sponsor is an eligible governmental employer as defined by Section 457(e)(1)(A) of the Code.

Plan Sponsor hereby appoints Nationwide to act as the Plan Sponsor’s provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by Nationwide are the responsibility of the Plan Sponsor, unless specifically delegated to Nationwide in the Plan document.

Nationwide:

Nationwide will serve Plan Sponsor, in a non-fiduciary capacity, as the provider of Administrative Services for the Plan Sponsor with respect to the Plan. Nationwide does not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require Nationwide to do so. Nationwide agrees to perform all Administrative Services for the Plan Sponsor with respect to the Plan as described in this Agreement. This Agreement does not

require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to the Plan Sponsor or to the participants of the Plan.

3. TERM

The Agreement term shall remain in effect until terminated by one or both of the parties pursuant to Section 8 of this Agreement.

4. COMPENSATION

- A. Effective April 16, 2019, as compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.16% (16 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Effective May 16, 2019, Nationwide's Compensation Requirement will be taken in the form of an explicit asset management charge applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding participant loan balances. The explicit asset management charge of 0.16% will be taken against participant loans by applying an additional finance charge to the loan interest rate.
- B. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products. The Investment Option Payments include mutual fund payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments shall be credited to participant accounts on a pro-rata basis based on each participant's total assets held in all Plan investment options that generated the Investment Option Payments.
- C. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 4 is reasonable and appropriate for the services provided.
- D. To the extent offered under the Plan, in addition to the above described fees, Nationwide shall also receive fees with respect to a participant's use of participant loan administration, the Self-Directed Brokerage Account, and Nationwide's managed account service ("ProAccount") as follows:
 - 1) Loans – If requested by the Plan Sponsor and permitted under the terms of the Plan, Nationwide will assist the Plan Sponsor in processing participant loan requests pursuant to participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All participant loan fees are governed by Nationwide's Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.

- 2) Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each participant by Nationwide.
- 3) Nationwide ProAccount – Managed account services are offered by Nationwide Investment Advisors (“NIA”), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with NIA if the Plan Sponsor wants to add ProAccount to the Plan. Only participants who choose to utilize Nationwide’s ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the Compensation Requirement for Administrative Services as provided in this Agreement.

- E. Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

5. INVESTMENT OPTIONS

Nationwide agrees to accept contributions to the Plan for investment in the investment options selected for the Plan by the Plan Sponsor or other responsible plan fiduciary in its sole discretion and agreed to by Nationwide.

Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, and any other investment products selected for the Plan after being provided with a copy of same.

6. ADMINISTRATION SERVICES

A. PLAN DOCUMENTS

- 1) Nationwide will provide the Plan Sponsor with an Adoption Agreement and Plan Document which has been designed to comply with the requirements of Section 457(b) of the Code. The Adoption Agreement and Plan Document will be prepared by Nationwide at the direction of the Plan Sponsor and with the understanding that it will be reviewed by the Plan Sponsor and the Plan Sponsor’s tax and legal advisors prior to execution. Nationwide does not provide tax or legal advice. Plan Sponsor agrees to provide Nationwide with executed copies of the Adoption Agreement and any other related Plan documentation as requested by Nationwide.
- 2) When directed by the Plan Sponsor, or at such other times as it may determine, Nationwide will prepare and provide draft Plan amendments for review and approval by the Plan Sponsor. Such Plan amendments may include changes required to keep the Plan Document in compliance with the Code as the result of changes in federal law that affect the Plan. The Plan Sponsor will remain responsible for the accuracy and timely adoption of any Plan amendments. The Plan Sponsor is responsible for properly executing and retaining such documents and agrees to provide Nationwide with executed copies of same.

- 3) Nationwide will prepare the Adoption Agreement for review by the Plan Sponsor utilizing information and representations provided by the Plan Sponsor, which information and representations may include Plan provisions found in the prior Plan documents not prepared by Nationwide.

Plan Sponsor acknowledges that:

- a) The accuracy and completeness of the information and representations in the Adoption Agreement prepared by Nationwide, which determine the Plan's provisions used by Nationwide to administer the Plan, are the sole responsibility of the Plan Sponsor.
- b) Nationwide does not review prior Plan documents to ensure that all required amendments or restatements were properly and timely made, or that any of the prior Plan provisions are in compliance with applicable laws and regulations. The restatement of the Plan Sponsor's Plan onto a Nationwide specimen Plan document does not retroactively correct any Plan documentary or operational errors that may have occurred prior to the date Administrative Services are provided by Nationwide.

B. PARTICIPANT ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

Nationwide agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, Nationwide will record and maintain the following information, provided Nationwide is provided with same:

- (a) name;
- (b) Social Security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments;
- (i) current account balance;
- (j) transaction history since funding under the Agreement;
- (k) contributions since funding under the Agreement;
- (l) e-mail address;
- (m) beneficiary designation;
- (n) benefit tax withholding information; and
- (o) such other information as agreed upon by the Plan Sponsor and Nationwide.

Nationwide will post and credit the amounts transmitted by the Plan Sponsor to the accounts of Plan participants in accordance with the latest instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide, which instructions can include direction via electronic sources such as the website or the interactive voice response system.

Nationwide agrees to process the enrollment of employees eligible to participate in the Plan as determined by the Plan Sponsor. Nationwide also agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided however, that all reasonable expenses associated with such distribution shall be paid by Nationwide. The Plan Sponsor further agrees to allow and facilitate the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan participants.

C. PLAN CONTRIBUTIONS

Plan Sponsor agrees to send all Plan contributions to Nationwide on a timely basis that is in compliance with all applicable legal requirements. Nationwide agrees to post funds received as contributions to the Plan in accordance with the separate funding agreements between Plan Sponsor and Nationwide or any of its affiliates when received from the Plan Sponsor in good order by Nationwide. The term "in good order," as used in this Agreement, means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third-party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

- 1) All records must include the correct and complete participant name, Social Security number, and the amount to be credited to the participant's account(s);
- 2) The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
- 3) The Plan name and Plan number must be clearly identified;
- 4) Both the participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
- 5) All participants making or receiving a contribution must have an active account in the Plan.

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.

All contribution allocation information with respect to participant accounts will be provided to Nationwide in a mutually agreed upon format.

If Nationwide makes a determination that the contribution or allocation detail is not in good order, Nationwide shall notify the Plan Sponsor of such determination upon discovery. After such notification, the parties will continue to try to resolve the not in good order status, but if resolution is not achieved, Nationwide shall return the funds to the Plan Sponsor within thirty (30) Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation

information in accordance with Nationwide's instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be not in good order.

As used in this Agreement, the term "Business Day" means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

The Plan Sponsor shall, upon request, timely provide all information required by Nationwide to perform its services to the Plan as described in this Agreement. The Plan Sponsor shall be responsible for ensuring that the provided information is accurate and complete. Nationwide shall be entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. The Plan Sponsor acknowledges that inaccurate and/or late information could result in tax penalties and/or participant/beneficiary legal claims. Nationwide assumes no responsibility for, and shall not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.

The Plan Sponsor is responsible for providing updated information regarding Plan participants requested by Nationwide that the Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services to the Plan Sponsor under this Agreement.

Plan Sponsor agrees to be responsible for all maximum deferral limit testing.

D. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

- 1) Nationwide will provide a secure Internet site that complies with applicable data protection and privacy laws. Using this site, participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that may be submitted by a participant using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.
- 2) Participants will have the unlimited ability to increase (within the limitations of Section 457(b) of the Code) or decrease contributions to the Plan. All requests to increase or decrease contribution amounts will be processed by Nationwide within five (5) Business Days of receipt of the request, but cannot be effective until the later of (1) the first of the calendar month following the month in which the contribution change was requested, and (2) the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.
- 3) Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one investment option offered by the Plan to another on any Business Day, subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.

- 4) Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plan. Participants shall be informed that they must notify Nationwide of any errors within forty-five (45) days of receipt of their statements or confirmation of their investments. Nationwide will not be liable for any errors not reported within this time frame.
- 5) Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within thirty (30) calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.
- 6) Nationwide agrees to provide reports to the Plan Sponsor within thirty (30) days following the end of each calendar year quarterly reporting period (March 31, June 30, September 30, and December 31) summarizing the following:
 - a) All participant activity that transpired during the reporting period;
 - b) Total contributions allocated to each investment or insurance option under the Plan; and
 - c) Total withdrawals by participant. This report shall include the amount, type and date of withdrawal.
- 7) Nationwide agrees to maintain, for a reasonable amount of time, the records necessary to produce any required reports. Plan Sponsor agrees that all related paper and electronic records shall remain the property of Nationwide.

E. DISTRIBUTIONS

- 1) Nationwide shall make all distributions as directed by a Plan participant or the Plan Sponsor, in accordance with the plan document. All distributions will be made pro-rata from each of the participant's investment options and money sources unless directed otherwise by the participant. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options, such as rollover elections.
- 2) Nationwide shall furnish each participant, who has received a benefit payment, tax reporting forms in the manner and time prescribed by federal and state law. Plan Sponsor shall be responsible for all tax reporting requirements for periods prior to the effective date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.
- 3) To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law. Plan Sponsor shall be responsible for all tax reporting requirements for periods prior to the effective date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.
- 4) Nationwide will provide notice and a distribution form to each participant attaining age 70½ or older in the current calendar year. The notice will inform the participant that

required minimum distributions must begin no later than the April 1 of the calendar year following the later of attainment of age 70½ or retirement. All required minimum distributions will be made in accordance with the plan document.

- 5) Nationwide shall administer participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures.

F. QUALIFIED DOMESTIC RELATIONS ORDERS (QDROS)

If the Plan accepts Qualified Domestic Relations Orders (hereinafter "QDROs"), the Plan Sponsor directs Nationwide to process QDROs in accordance with Nationwide's standard QDRO procedures, and the Plan Sponsor hereby approves the use of such standard QDRO procedures.

G. UNFORESEEABLE EMERGENCY WITHDRAWALS

If the Plan offers unforeseeable emergency withdrawals, the Plan Sponsor instructs Nationwide to process all unforeseeable emergency withdrawal requests received in good order, and in a manner satisfactory to Nationwide. Withdrawals will only be permitted due to an unforeseeable emergency resulting in a severe financial hardship to the participant or beneficiary that cannot be alleviated by any other means available to the participant, in accordance with Nationwide's standard unforeseeable emergency procedures. Plan Sponsor hereby approves the use of such standard unforeseeable emergency procedures to make these determinations.

7. PARTICIPANT SERVICES

A. WEBSITE

Nationwide will create and maintain a website for and on behalf of the Plan Sponsor for the use of its participants. Participants may access the website via the internet at www.nrsforu.com to review and make changes to their accounts. The website is the exclusive property of Nationwide.

The website is available twenty-four (24) hours a day, except for routine maintenance of the system.

B. INTERACTIVE VOICE RESPONSE SYSTEM

Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance of the system.

Participants shall be able to conduct routine plan transactions and obtain account balance information through the IVR.

The Plan Sponsor authorizes Nationwide to honor participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

C. CUSTOMER SERVICE

Nationwide's customer service representatives will be available toll-free to answer participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, with the exception of certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

8. **TERMINATION**

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing one-hundred and twenty (120) days written notice to the other party. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options, nor does it relieve Plan Sponsor of any termination requirements associated with those investment options. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.

Upon the effective date of termination of this Agreement the following shall occur:

- A. Nationwide will no longer accept contributions to the Plan except by mutual agreement of the parties.
- B. Nationwide will:
 - 1) Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all participant records in an electronic format as mutually agreed upon between Nationwide and Plan Sponsor, within sixty (60) days after the effective date of the termination.
 - 2) Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame described above for the delivery of participant records.
 - 3) Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

If the Plan is not funded within one-hundred and eighty (180) days of the date this Agreement signed by the parties, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.

9. **DEFAULT**

In the event either party fails to perform any or all of its obligations as defined in this Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement in accordance with Section 8 of this Agreement.

10. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not be unreasonably withheld. This provision shall not restrict Nationwide's right to delegate certain services to an agent, including any affiliate, without having to obtain written consent of Plan Sponsor first. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

11. CONFIDENTIALITY

Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential. The Plan Sponsor and Nationwide agree that Nationwide, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the Plan Sponsor expressly authorizes Nationwide to disclose Plan and participant information to its agents and/or broker of record on file with Nationwide. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

This Section 11 will survive the termination for any reason of this Agreement.

12. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to this Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

Neither party shall be responsible for performing all or any portion of the services contemplated by this Agreement that are precluded by the foregoing events for such period of time as the Plan Sponsor or Nationwide are prevented from performing such services in the normal course of business. Neither Nationwide nor the Plan Sponsor shall be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

"Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

13. INDEMNIFICATION

Nationwide agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against the Plan Sponsor alleging or involving Nationwide's non-performance of the provisions of this Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under

this Agreement. In addition, Nationwide represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.

The Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving the Plan Sponsor's non-performance of the provisions of this Agreement under the Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, the Plan Sponsor represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

14. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and the Plan Sponsor. The Plan and Plan participants are not parties to this Agreement, and Nationwide has no contractual obligations to the Plan or Plan participants. This Agreement shall be enforceable only by the parties, not by Plan participants or other third parties, and is intended to create no third-party beneficiaries.

15. PRIVITY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Plan participants shall have no privity of contract with each other.

16. APPLICABLE LAW AND VENUE

The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles.

17. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, this Agreement may be amended from time to time and as mutually agreed upon by the parties. Except as otherwise provided herein, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Notwithstanding the above, if Nationwide determines that an amendment to this Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any Plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide in regard to any Agreement modification communicated to Plan Sponsor.

18. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. AUTHORIZED PERSONS

The Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plan and/or assets in the account, and written direction regarding the form of such instructions.

21. COMPLIANCE WITH LAWS

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

22. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND INDEMNITY

Notwithstanding anything to the contrary, any representations and warranties contained herein shall survive termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five (5) business days of any representation or warranty that is no longer valid. Notwithstanding anything to the contrary, any indemnity provisions contained herein shall survive the termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement.

23. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

24. HEADINGS

The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

25. NOTICES

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice shall be deemed received on the earlier of three (3) days from the date of mailing, or the day the notice is actually received by the party to whom the notice was sent.

If to Nationwide:

Nationwide Retirement Solutions, Inc.
10 W. Nationwide Blvd., 05-04-101A
Columbus, Ohio 43215

If to Plan Sponsor:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the _____ day of _____, 20____.

The Plan Sponsor represents and warrants they are an employer eligible to adopt a governmental plan as defined by Section 457(e)(1)(A) of the Internal Revenue Code of 1986, as amended (check one below):

____(A) State of (including Commonwealth) _____

____ (B) political subdivision of the State or Commonwealth of _____

agency of (A) or (B): _____

instrumentality of (A) or (B): _____

Nationwide Retirement Solutions, Inc.

Livingston County, Michigan
Plan Sponsor

By: _____ By: _____

Name: _____ Name: _____

Title: _____

Date: _____ Date: _____

**Nationwide Trust Company, FSB
457 Trust Agreement
(The "Agreement")**

This Agreement including the Schedule of Investments attached is made and entered into by and between **Livingston County** ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the **Livingston County Section 457(b) Deferred Compensation Plan** ("Plan") to establish the **Livingston County Section 457(b) Deferred Compensation Plan Trust** ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Printed Sponsor Name

NTC

Sponsor Signature

Date

Acceptance Date

Title

Printed Name

Signature

Date

Title

Printed Name

Signature

Date

Title

ARTICLE I — PURPOSE

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.

ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

ARTICLE V — INVESTMENT RESPONSIBILITY

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

ARTICLE VI — LOANS

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.

ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;

NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

ARTICLE XII — NTC'S USE OF AFFILIATED COMPANIES

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

ARTICLE XIII — NTC'S COMPENSATION AND EXPENSES

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described herein from the Account for its compensation.

ARTICLE XIV — TAXES

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

ARTICLE XV — AMENDMENT

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

ARTICLE XVII — SUCCESSOR

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XVIII — GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

ARTICLE XIX — IDENTITY VERIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

ARTICLE XX — RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

ARTICLE XXI — WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXII — REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIII — SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

ARTICLE XXIV — MUTUAL FUND DISCLOSURE

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments, which are described in detail at www.nrsforu.com, and other payments received from investment option providers.

**Schedule of Investments
("Investment Authorization")**

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

Nationwide Fixed
Fidelity Contra Fund
MFS International Value Fund R3
JP Morgan Mid Cap Value Fund r6
Fidelity U.S. Bond Index
MetWest Total Return Bond M
John Hancock Disciplined Value R4
Fidelity 500 Index
Parnassus Core Equity Inv
MainStay Large Cap Growth Inv
Fidelity Mid Cap Index
T. Rowe Price Instl Mid Cap Growth
American Beacon Small Cap Value R6
Fidelity Small Cap Index
T. Rowe Price QM US Small-Cap Growth Eq
MainStay Large Cap Growth Inv
Vanguard International Growth Adm
American Funds EuroPacific Growth R6
T. Rowe Price 2015
T. Rowe Price 2020
T. Rowe Price 2025
T. Rowe Price 2030
T. Rowe Price 2035
T. Rowe Price 2040
T. Rowe Price 2045
T. Rowe Price 2050
T. Rowe Price 2055
T. Rowe Price 2060
Vanguard Star Inv
Nuveen Real Estate Securities I
PIMCO Income A

Vanguard Inflation Protected Securities Adm

Vanguard Total Intl Stock Index Adm

T. Rowe Price 2010

T. Rowe Price 2005

Nationwide Group Flexible Purchase Payment Deferred Variable Annuity Contract with Fixed Endorsement

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.